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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
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MR. PHILIP HOWARD SMITH, barrister-at-law, has been appointed County Court Judge of Circuit 25 in succession to Judge ROBERTS, who has been transferred to Circuit 37. Mr. SMITH was called to the bar in 1870 and has been a member of the Oxford Circuit. He is Recorder of Bridgnorth.

The Civil Judicial Statistics.

THE CIVIL Judicial Statistics for 1903, just laid before Parliament, shew that the proceedings in courts of first instance were during the year as follows: In the Chancery Division, 7,712; in the King's Bench Division, 73,621. These figures shew at first sight a vast disproportion between the business in the two divisions. But it must be remembered that by far the greater part of the writs issued in the King's Bench are for the collection of debts about which there is no dispute, and the case is settled out of court with or without judgment against the defendant. The business in Chancery proceedings ordinarily goes further than the writ or summons by which it is commenced, and is, speaking generally, of a more substantial character. We propose hereafter to return to the consideration of these statistics.

The Licences Compensation Fund.

WE PRINT elsewhere a set of rules which have been made by the Treasury under section 3 (2) of the Licensing Act, 1904. Under that section the rate which is to be levied on renewed licences for the purpose of forming the compensation fund is to be levied with and as part of the excise licence duties, and it will, accordingly, be paid to the Inland Revenue Commissioners, but they are to keep a separate account of the amount produced by the rate in the area of any quarter sessions, and the amount is to be paid over in each year to that quarter sessions in accordance with rules to be made by the Treasury. The

present rules, which are made under this provision, require that the Inland Revenue Commissioners shall pay all sums received in respect of the compensation rate into an account at the Bank of England to be called "The Compensation Fund (Licensing Act, 1904) Account," and that the various quarter sessions areas entitled shall receive payment out of the account by orders to be transmitted to the local treasurer of the compensation fund. In the month of November in each year payment is to be made to each area of such an amount as, in the opinion of the commissioners, will approximate to, but will not exceed, the actual amount produced by the rate in that area. The balance will be paid over so soon as the actual amount produced by the rate can be ascertained, but in the meantime further payments on account may be made.

The Rule Against Perpetuities.

THE JUDGMENT of FARWELL, J., in the case of *Re Ashforth's Trusts* (reported elsewhere) deals with a question of great interest to conveyancers. It is, of course, common knowledge that there are two rules which prevent the tying up of real estate for too long a period: one is the rule, applicable to common law limitations, that an estate cannot be limited to the unborn child of an unborn person, and the other is the rule, known as the rule against perpetuities, applicable primarily to executory devises and shifting uses, which requires that the ultimate estate shall vest within a period to be measured by a life or lives in being and twenty-one years after. The latter may be described as the modern rule, and at one time it was thought that it had come to control the earlier rule, so that a limitation to an unborn child of an unborn person might be good, provided it took effect within the period allowed by the rule against perpetuities. It was decided, however, in *Whitby* v. *Mitchell* (38 W. R. 337, 44 Ch. D. 85) that this was not so, and that the old rule is still an absolute rule independent of the rule against perpetuities. But, now, what about a contingent legal remainder? Is that to be subject to the old common law rule, so that it will be void if limited to the unborn child of an unborn person, or is it subject to the rule against perpetuities, so that it will be void if it takes effect after a life or lives in being together with the added period of twenty-one years. In *Re Frost* (38 W. R. 264, 43 Ch. D. 246) KAY, J., held that legal contingent remainders were subject to the rule against perpetuities, and a similar decision has been given by FARWELL, J., in the present case. There are, however, very eminent conveyancing authorities opposed to this view, and we propose to return to this subject hereafter when it has been possible to estimate more carefully the effect of Mr. Justice FARWELL'S somewhat difficult judgment.

Solicitors' Examinations.

WE PRINT elsewhere an order which has been made under sections 10 and 13 of the Solicitors Act, 1877, with respect to exemptions from the Preliminary Examination and to admission of solicitors after four years' service under articles. The existing exemptions from the Preliminary Examination are partly contained in section 10 of the above Act, and partly in the regulations extending the statutory exemptions which have been from time to time made under the provisions of that section. Apparently all such regulations are now revoked, and in future the exemptions will be contained in section 10 and in clause 1 of the present order. The general effect is to recognize the passing of any of the existing public examinations of a school-leaving standard as sufficient to exempt from the Preliminary Examination. With respect to four years' service under articles, the course of legislation is somewhat different, inasmuch as section 13 of the Act of 1877 does not prescribe specific examinations which shall avail for this purpose, but leaves the rule-making authority to prescribe the examinations from time to time, and these may be examinations in any of the then existing universities, or in Owens College, Manchester, "or in any other university, college, or educational institution." Clause 2 of the new order prescribes the examinations which in future will be accepted as reducing articles to four years, and they include the first examination at Oxford and Cambridge, and also a first division pass in the Matriculation Examinations at the modern universities. But there is a general provision that Latin shall be one of the subjects in any examination which exempts from the Preliminary or reduces service under articles. If the profession of the law cannot attain to compulsory Greek, it is at least sound as to compulsory Latin. It may be noticed that the further reduction of articles to three years is entirely a matter of statutory provision, though recently the privilege has received considerable extension. Under section 2 of the Solicitors Act, 1860, it depends on the taking of an arts or law degree in one of the older universities or London, but by various statutes, of which the latest are the University of Liverpool Act, 1904, and the University of Leeds Act, 1904, graduation at any of the modern universities, except, apparently, Birmingham, is equally effective.

Trades Unions.

NO ONE can deny that at present the law relating to the position of trades unions is in a very confused state. Since the Taff Vale decision, there have been tried a very large number of cases in which trades unions have been parties, and though the decisions are by no means consistent or easy to reconcile with one another, the general tendency has been in the direction of holding trades unions just as responsible civilly in the eye of the law as any individual or corporation. A Bill has, however, just passed a second reading in the House of Commons which aims at constituting trades unions a privileged class removed from many of the legal obligations of other bodies. This Trades Disputes Bill is intended to complete the work begun by the Conspiracy and Protection of Property Act, 1875, but interrupted by the Taff Vale decision. The 1875 Act provides that an agreement or combination by two or more persons to do, or procure to be done, any act in contemplation or furtherance of a trade dispute shall not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime. The Bill provides that such agreement or combination shall not be ground for an action, if the act when committed by one person would not be ground for an action. This provision, if it becomes law, will render the decision of the House of Lords in *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495) of no further authority. That case decided that a combination of two or more persons, without justification, to injure a man in his trade or business by inducing his servants or his customers to break their contracts with him, or to leave his employment, or to abstain from dealing with him, is actionable if it results in damage. The Bill will therefore (*inter alia*) legalize boycotting, if only the boycotting is in "contemplation or furtherance of a trade dispute."

THE BILL also provides that "it shall be lawful for any person or persons, acting either on their own behalf or on behalf of a trade union or other association of individuals, registered or unregistered, in contemplation of or during the continuance of any trade dispute, to attend for any of the following purposes at or near a house or place where a person resides or works, or carries on his business, or happens to be—(1) for the purpose of peacefully obtaining or communicating information; (2) for the purpose of peacefully persuading any person to work or abstain from working." This is intended to repeal that part of section 7 of the 1875 Act which makes it an indictable offence to "watch or beset" any place where a person resides or works, in order to compel him to abstain from doing or to do any act which he has a legal right to do or abstain from doing. In short, it is intended to legalize "picketing," and to get rid of the decision of the Court of Appeal in *Lyons* v. *Wilkins* (47 W. R. 291; 1899, 1 Ch. 255), that an injunction will be granted against "watching and besetting," and that it is no defence to the action that the act complained of was done only in order to peaceably persuade persons to take a certain course. In this case, however, it was stated that "watching or besetting which interferes with the ordinary use and enjoyment of the house beset" is a nuisance at common law, and none the less so because of the peaceable object. The Bill appears to legalize this nuisance, and to deprive a person of any remedy where his house is so surrounded by persons as to interfere with his use of it, provided

the surrounding is connected with a trade dispute. There is one other provision of this very short, but very important, Bill—that is, that an action shall not be brought against a trade union for the recovery of damage sustained by any person by reason of the action of a member or members of such trade union. This clearly provides that, not only shall a trade union escape liability for the acts of its officers acting within the scope of their authority, though not with express authority, but also that it shall be under no liability for the acts of its officers done with the express authority of the trade union. If this becomes law, the sting will indeed be extracted from the Taff Vale decision, and the trade union will become in very truth a privileged body, free from the ordinary liabilities of persons and bodies of persons under the law of agency.

Marine Insurance Policies.

AN IMPORTANT decision as to the persons who are entitled to claim under a policy of marine insurance has been given by the Court of Appeal in *The Boston Fruit Co.* v. *The British and Foreign Marine Insurance Co.* (*ante*, p. 280). The plaintiffs were the charterers of the steamship *Barnstaple* under a charter-party entered into with Messrs. CRAGGS & SONS as agents for the owners. The charter-party, which was for three years, threw upon the owners the duty of maintaining the ship and her machinery in proper working order, but bound the charterers to provide and pay for stores and coal, and also to pay the wages of the captain and crew. The owners were also expressly bound to "pay for the insurance on the vessel." In the ordinary course Messrs. CRAGGS & SONS, as agents for the owners, instructed their brokers to effect the insurance, and a time policy was taken out on the hull and machinery, with collision and other clauses attached. The policy was effected by the brokers in the usual way—namely, "as well in their own name as for and in the name or names of all and every other person or persons to whom the subject-matter of this policy does, may, or shall appertain in part or in all." Owing to the negligence of the master and crew of *The Barnstaple*, she came into collision with another vessel and sank her. Damages were recovered against *The Barnstaple* in the United States courts, and it was also determined that, as between the owners and the charterers of *The Barnstaple*, the charterers were liable. Thereupon the charterers sought to recover the amount of the damages from the underwriters on the owners' policy of insurance, but to this remedy it has been held, both by BIGHAM, J., and by the Court of Appeal, that they are not entitled. The words of the policy are, indeed, wide enough to cover all persons who are interested in the ship, but more than this is necessary to give to third parties the benefit of the policy. The insurance must be done by the owners with the intention of giving the benefit of it to the other parties interested; at least such appears to be the limitation placed on the policy by the Court of Appeal. In the present case there was no evidence of intention except such as could be gathered from the charter-party, and the Court of Appeal declined to give to the clause which bound the owners to pay for the insurance of the vessel the effect that any such insurance was to be for the benefit also of the charterers. As a practical matter, the correctness of the decision may be questioned. The insurance effected was proper to cover the loss in question, and there is no reason why separate insurances should be effected against the same risk by different parties interested. The terms of the particular charter-party threw the loss upon the charterers, but had it been provided in the usual way that the owners should pay the wages of the master and crew, the loss might well have been thrown on the owners. It is hardly convenient that the benefit of the insurance should be lost by reason of a distinction of this kind, and it is satisfactory that an appeal to the House of Lords is stated to be probable.

Liability of Landlord for Repairs in the Absence of Express Agreement.

THE DUTIES between landlord and tenant arise from contract, and it is more than fifty years since it was held in *Gott* v. *Gandy* (2 E. & B. 845) that, in the absence of express agreement, no obligation to do substantial repairs on notice will be implied by law from the relation of landlord and tenant. It is often the practice for landlords, in their own interest, and without assuming any liability, to do external repairs, and attempts have from time to time been made to shew that in particular circumstances the landlord is subject to some duty with regard to repairs, independently of any contract. In the case of *Hargroves* v. *Hartopp*, decided by the Divisional Court on the 23rd of January last, the plaintiffs were tenants of a floor in a building of which the defendants were landlords. A rain-water gutter in the roof, the possession and control of which was retained by the defendants, became stopped up. Notice of the stoppage was given by the plaintiffs to the defendants, but the defendants neglected to have the gutter cleared out till after the lapse of four or five days from the receipt of the notice, and in the meantime the plaintiffs had suffered damage by reason of rain-water having found its way into their premises in consequence of the stoppage. It was argued, as might have been expected, that, in the absence of express agreement, the defendants were subject to no duty with regard to the repair of the gutter; that the negligence with which they were charged was an omission and not a commission; and that no cause of action was established. The Divisional Court declined to adopt this view, and held that the defendants were liable, on the ground that it must be implied from the fact that they kept the roof in their possession and the plaintiffs had no special privilege to go there, that they were responsible for not clearing the gutter after reasonable notice of its condition. We are by no means certain that we have ascertained the principle on which the judgment was based. Were the defendants considered, with regard to the roof, as in the same position as the owner of adjoining premises who would be liable for a nuisance after notice of its existence? Or does the case depend upon some special liability of a landlord who demises part of a dwelling-house retaining the residue in his possession? The subject may at some time receive further consideration in the Court of Appeal.

Evidence by a Child as to its Own Age.

IN A recent American case, *State of Iowa* v. *Scroggs* (123 Iowa 649), where the defendant had been convicted of an offence against a girl under fifteen years of age, objection was made to the direction to the jury that the prosecutrix was a competent witness as to her own age. The Supreme Court, in their judgment, said that this direction was according to law, citing Greenleaf in his work on Evidence: "In strictness, a person's belief as to his own age rests upon hearsay only, not on actual observation or recollection. Nevertheless, such belief, sufficient as it is for action in practical affairs of life, ought also to be admissible in judicial inquiries, and such is the conclusion generally accepted." The court added: "Every one is presumed to know his own age, and the source of information is a matter of inquiry or cross-examination. . . . The evidence of the child may not be as satisfactory as that of the father or mother or some other person present at her birth, but it should be received and accorded such weight as it is entitled to under all the circumstances." There is a presumption that the American rule above stated is in accordance with the common law of England, but we have been unable to find a similar statement of the law in the English text-books on the law of evidence. The Legislature has in several instances of offences against children, where it is necessary to prove that the child is under a specified age, thrown the onus of proof on the defendant, and required him to prove that the child is above the age specified, but we are not aware of any statute which enables a person to prove his age by his own statement on oath. This statement of persons as to their age is in many cases in every-day life accepted as sufficient—for example, in the registration of marriages and in the particulars required by each census, as specified in the Act directing it to be taken. But some objection may be reasonably made to the conviction of an offender on the unsupported statement of a child that it is under a particular age, and it is well that the proof of age should in such cases be regulated by statutory enactment.

Maintenance of Children by Their Father.

WE READ that a lad of about sixteen, of decent appearance, having asked a police magistrate for advice, saying that he had

been turned out of doors by his father and had no means of support, the magistrate recommended him to obtain necessaries on the credit of the father. It is possible that this report is not wholly accurate, but assuming that the advice was really given, it cannot be supported by the law of England, and might expose anyone who maintained this youth to the loss of the value of what he supplied. The law is laid down by PARKE, B., in *Mortimore* v. *Wright* (6 M. & W. 482), who said: "It is a clear principle of law that a father is not under any legal obligation to pay his son's debts, except, indeed, by proceedings under 43 Eliz., by which he may, under certain circumstances, be compelled to support his children, but the mere moral obligation to do so cannot impose any legal liability." And the same learned judge said in *Seaborne* v. *Maddy* (9 Car. & P. 497): "No one is bound to pay another for maintaining his children, either legitimate or illegitimate, except he has entered into some contract to do so." Our law differs in this respect from the Code Napoleon, which declares that the mere fact of marriage imports an obligation on the part of the parents to support and maintain their children, and, by enacting that an infant shall have no action against his parents for a settlement on his marriage, appears to assume that he may bring his action for an ordinary maintenance. It may well be that our law is capable of some amendment, though any such amendment would require careful consideration.

Indictment for Throwing Vitriol.

THE INDIGNATION which is always roused when any one is found guilty of throwing vitriol upon another person may have led those who read the report of a case recently tried at the Old Bailey—in which DARLING, J., discharged the prisoner upon his recognizances—to think that the sentence was open to sharp criticism. While giving full consideration to the fact that the character of the prisoner had always been good, and that he acted under strong provocation, and that the woman upon whom he threw the vitriol was not permanently disfigured, we cannot but think that the learned judge took too merciful a view of the case. It may well be that a sentence of imprisonment would have pressed hardly upon the offender, but it is of the first importance that so detestable an offence should never go unpunished.

Trade-marks.

A BILL to "consolidate and amend the law relating to trade-marks" has just been brought in by Mr. FLETCHER MOULTON, K.C., M.P., acting in collaboration with the London Chamber of Commerce. As we understand the Board of Trade are not malevolently disposed towards the Bill, and as we believe the views of Manchester and Sheffield have not been disregarded, there is a prospect of its becoming law. The Bill proposes, among other things, to make two or three important alterations in the existing law, and we propose to return to the subject hereafter.

Damages for Breach of Covenants for Title.

THE care which is given to the examination of title in English conveyancing practice secures that purchasers rarely find it necessary to have recourse to their vendors' covenants for title in order to protect them against losses consequent upon adverse claims. Hence actions on such covenants are comparatively rare, and the recent case of *Great Western Railway Co.* v. *Fisher* (53 W. R. 279; 1905, 1 Ch. 316) furnishes a useful illustration of the damages which are recoverable when a claim against a vendor is successfully asserted. It also recognizes and applies the rule established by *Page* v. *Midland Railway Co.* (42 W. R. 106; 1894, 1 Ch. 11), that the purchaser is not debarred from recovering on the covenants by reason of his having known of the defect of title, even though the defect was apparent on the face of the conveyance.

Formerly the opinion was entertained that a covenant for title did not protect the purchaser under such circumstances. "It sometimes happens," so runs BUTLER'S note to Co. Lit. 384*a*, "that a purchaser consents to take a defective title, relying for his security on the vendor's covenants. Where this is the case, this should be particularly mentioned to be the agreement of the parties, as it has been argued that, as the defect in question was known, it must be understood to have been the agreement of the purchaser to take the title subject to it, and that the covenants for the title should not extend to warrant it against this particular defect." And effect was given to this argument in *Hunt* v. *White* (16 W. R. 478), where MALINS, V.C., said that the covenant for quiet enjoyment could only extend to protect the purchaser from defects in the title of which he had no notice.

This construction, however, is opposed to the actual words of the covenant, and it was rejected when the point came before Court of Appeal in *Page* v. *Midland Railway Co.* (*supra*). It might be prudent, as suggested in the passage quoted above, to provide for the covenants extending to a known defect, but this was by no means necessary. "No doubt," said LINDLEY, L.J., "a purchaser is well advised to make the matter plain by inserting words to shew that even defects known to him are intended to be covered; and this is what conveyancers have advised for years. . . . But they have advised this course only as a matter of prudence and precaution." The words of the covenant are, indeed, to be taken literally, and there is, as the learned judge observed, no warrant for qualifying the acts covenanted against by inserting "save as herein appears," or "save as shewn by the abstract," or "save as explained before the execution of the deed," or any words to any such effect. Consequently *Hunt* v. *White* (*supra*) was overruled by *Page* v. *Midland Railway Co.* (*supra*), and it was held in the latter case that the purchaser could sue the vendor on the covenants for title in respect of a defect of title, notwithstanding that the defect was disclosed in a recital contained in the deed of conveyance itself.

Where the right to sue in respect of a defect in title exists, the nature of the remedy will, to some extent, vary according as the purchaser alleges a breach of the vendor's covenants for right to convey and for freedom from incumbrances, or of the covenant for quiet enjoyment. In the former case the breach is complete upon the conveyance. The vendor has not at that date the title which he purports to convey, and his covenant is broken once for all. As was said by BRAMWELL, B., in *Spoor* v. *Green* (22 W. R. 547, L. R. 9 Ex. 99), "the breach was completed, if it ever existed, at the time the deed was executed. . . . It is not what is is called a continuing breach any more that not paying money is a continuing breach. The covenant remains broken, indeed, but broken once for all." But with the covenant for quiet enjoyment it is different. This is a continuing covenant, and there is a fresh breach whenever the purchaser is interfered with. The difference may have important consequences both in respect of the time within which the purchaser's remedy will be barred by the Statute of Limitations and in the measure of damages. In the case of a breach of the covenant for right to convey the statute runs from the time of conveyance; in the case of a breach of the covenant for quiet enjoyment the statute runs from the date of the disturbance of enjoyment. So again as regards the measure of damages. The measure in the former case will be the difference in the value of the land with and without the defect at the time of conveyance. In the latter case it is possible that the difference will be taken at the time of disturbance, so that the purchaser, if he is evicted, will get the value of improvements which he has effected since the conveyance, at any rate if the land was sold with a view to such improvements—where, for instance, it is sold for building purposes. "I am of opinion," said ROMILLY, M.R., in *Bunney* v. *Hopkinson* (27 Beav. 565), "that the measure of the damages upon these covenants includes the amount expended in converting the land into the purposes for which it was sold."

But though the measure of damages upon a breach of the covenant for quiet enjoyment should theoretically be the loss to the purchaser at the time of the breach, yet there are strong practical reasons for making the measure the same as when the action is for breach of the covenant for right to convey. The point has been more frequently discussed in America than in this country, reliance being there placed by purchasers more upon the covenants for title than upon examination of title, and

in some States the rule has been adopted that, upon an eviction, the purchaser shall recover on the covenant for quiet enjoyment the full value of the premises at the time of the eviction; while, apparently, in most of the States the damages are limited, as on the covenant for right to convey, to the purchase-money and interest: see Rawle on Covenants for Title (5th ed.), pp. 163, 164. It has been forcibly pointed out that, where the vendor is acting in good faith, he cannot be supposed to intend to do more than guarantee to the purchaser the value of the land at the time of sale, and that the risk of any subsequent increase in value should fall on the purchaser. The rule, it has been said (*ibid*, 165 *n* (2)), which makes the consideration paid the measure of damages, has at least the recommendation of dividing the loss between the buyer and the seller; for the seller loses the consideration, and the buyer loses the value of the improvements. Moreover, since the vendor usually gives both covenants, it is anomalous that his liability for the same defect of title should depend on the covenant which happens to be sued upon.

In *Turner* v. *Moon* (1901, 2 Ch. 825) and also in the recent case of *Great Western Railway Co.* v. *Fisher* (*supra*) it was not necessary to discuss the question, for in the former the action was upon the covenant for right to convey, and, although in the latter the action was on the covenant for quiet enjoyment, yet the damages had necessarily to be ascertained by reference to the defect of title existing at the time of conveyance. In each case the conveyance purported to give a clear title to the purchaser when there was in fact an existing right of way over the land, and the loss to the purchaser was to be measured by the difference in value caused by this defect of title. The proper measure of damages, said JOYCE, J., in the former case, was the difference between the purchase-money and the value of the premises so conveyed, such difference being caused by the defect in title to the strip of road in question, or, in other words, the existence of the right of way over the strip—that is to say, the difference between the value of the property as purported to be conveyed and that which the vendor had power to convey. In that case there appears to have been no actual exercise of the right of way, though the circumstances were such that, if exercised, it might be specially prejudicial to the purchaser.

In *Great Western Railway Co.* v. *Fisher* (*supra*) the right of way had been asserted, and the plaintiffs, who were the purchasers, had had, in effect, to buy it up. Land had been laid out for a building estate, and part of it had been conveyed to a purchaser with a right of way over a proposed new road. Other part of the land, including part of the site of the road, was sold to the plaintiffs, who required to block the road for the construction of their works. The conveyance to them was not made subject to the right of way, though its existence was known, and apparently the conveyance gave notice of it. This, however, as already pointed out, was no bar to their recovering on the covenant. The owner of the right of way, JOHNSTONE, claimed compensation for the loss of it upon the blocking of the road, and laid his claim at £5,000. The railway company went to arbitration, and JOHNSTONE was awarded £510. The railway company then disputed his right to any compensation at all, and in an action to recover the £510 JOHNSTONE established his claim. Next came the claim of the railway company against their vendor for breach of the covenants for title implied by his conveying to them as beneficial owner. It followed from the decision of JOYCE, J., in *Turner* v. *Moon*, which BUCKLEY, J., adopted, that the £510 was recoverable, this being the actual diminution of the value of the land sold by reason of the existence of the right of way; but there were also the railway company's costs of the arbitration, and the costs which they had incurred in contesting the existence of the right of way. As to the former costs, it was obvious that they were necessarily incurred. If the railway company had not gone to arbitration they would have had to pay the sum of £5,000 as claimed. But with the resistance to the claim for £510 it was different. This only depended on the existence of the right of way, as to which they knew all the facts, and they ought not, so BUCKLEY, J., held, to have put the claimant to bring his action. The plaintiffs, accordingly, were allowed to include in their damages their solicitor and client costs of the arbitration, together with the sum of £510 and interest, but not the costs of the action.

Ratification of a Tort.

IN a case decided last summer, *Hoole* v. *Speak* (1904, 2 Ch., at p. 736), Mr. Justice KEKEWICH appears to have doubted whether the doctrine of ratification applied to torts. The learned judge took pains to point out that the case in question was one of tort and not of contract. If it had been a question of contract, he thought he would have been bound to hold that there had been ratification by the defendants. "I asked [counsel] whether he could find me any authority to shew that there was a civil remedy against a tortfeasor on the ground of his being an accessory after the fact; but he was unable to produce any."

It is, however, suggested, with deference, that the authority asked for may be found in the text-books on the law of torts. Indeed, curiously enough, it was at one time doubted whether the doctrine of *ratihabitio* was not confined to torts. Thus in *Hagedorn* v. *Oliverson* (1814, 2 M. & S., at p. 488) Lord ABINGER, then a junior counsel, argued that the rule *omnis ratihabitio retrotrahitur* was applicable to torts only, and not to contracts.

In *Hull* v. *Pickersgill* (1 Brod. & Bing., at p. 286) DALLAS, C.J., stated the rule to be "that he for whom a trespass is committed is no trespasser unless he agrees to the trespass, but if he *afterwards agrees to it*, his subsequent assent has relation back, and is equivalent to a command according to the well-established maxim *omnis ratihabitio* &c." The same principle is enunciated in *Wilson* v. *Barker* (4 B. & Ad. 614). In *Wilson* v. *Tumman* (1843, 6 M. & G., p. 242) TINDAL, C.J., discussed at length the doctrine of ratification, and stated that "the principal is bound by the act *whether it be founded on a tort or a contract* to the same extent as by, and with all the consequences which follow from, the same act done by his *previous* authority." This passage from the judgment of TINDAL, C J., was cited and approved by Lord MACNAGHTEN in *Keighley, Maxsted, & Co.* v. *Durant* (1901, A. C., at pp. 246-247).

The latest decision as to ratification of a tort seems to be *Carter* v. *Vestry of St. Mary Abbots* (1900, 64 J. P. 548), where it was held by the Court of Appeal that the vestry had ratified a wrongful levy for poor rate made by a bailiff. In that case the bailiff seized on behalf of the vestry under a distress warrant. The reference to this case in Clerk and Lindsell on Torts, pp. 103, 104, as a seizure by a sheriff's officer, is misleading, for a sheriff's officer only purports to act as agent of the sheriff by virtue of the process directed to him by the court.

There seems to be no reason why the doctrine of ratification of a tort should be confined to trespass, and why it should not apply to a case of fraudulent misrepresentation. "No sensible distinction can be drawn between the case of fraud and the case of any other wrong": see *Barwick* v. *English Joint Stock Bank* (L. R. 2 Exch., at p. 265). In *Mackay* v. *Commercial Bank of New Brunswick* (L. R. 5 P. C., at pp. 404 and 405) it seems to have been assumed in argument that if SANCTON had *purported to act* as agent for the bank, although not within the scope of his authority, the bank would have been liable under the doctrine of ratification. The point was not decided, because it was held that SANCTON was acting within the scope of his authority.

The expression "accessory after the fact," used by KEKEWICH, J., does not seem altogether a happy one, because it is clear that the liability of the person who ratifies a tortious act must depend on whether the actual tortfeasor purported to act as his agent. But in this respect also there is no distinction between the ratification of a tort and of a contract.

Spain boasts probably, says the *Globe*, the longest law suit in the world's history. It began in 1517, and is still *sub judice*. The case, which concerns a pension, is between the Marquis de Viana and the Count Torres de Cabrera, and the accumulated sum in dispute would have reached fabulous millions had not four centuries of attorneys, barristers, and court officials taken considerate measures of appropriation to prevent the sum becoming unwieldy. In 1871, the case was, in the deliberate mind of Spanish jurisprudence deemed more or less ripe for a decision, but circumstances every year arose which necessitated its being set back to the year following. The judges, however, have now become apprehensive lest the suit should reach its fifth century, and as this might reflect upon the promptitude of Spanish procedure, the customary dispatch is to be still further stimulated to secure that judgment be given within a period not exceeding two years longer.

Reviews.

Solicitors' Costs.

THE HANDY BOOK TO SOLICITORS' COSTS. By A. C. DAYES, Costs Draftsman. Sweet & Maxwell (Limited).

This little work shows at a glance the various charges relative to the Chancery and King's Bench Divisions, Lunacy, Companies Winding up, Land Clauses Acts, Probate, Divorce, and Admiralty Division, Bankruptcy, County Courts, Mayor's Court, Conveyancing and general business, and under the Land Transfer Acts. The items are arranged, not as precedents, but in alphabetical order, on a simple system of ready reference. For instance, under the letter R in the Companies Winding-up section we find "Recognizance," and below that word the various charges from instructions to attending lodging. Those allowances which are within the taxing-master's discretion, and so may be increased or diminished according to circumstances, are marked with an asterisk in so clear a way that one cannot fail to notice the fact at a glance—this is a very useful feature of the book. "Higher Scale" charges not being inserted, perhaps it would be as well in any future edition for the author to state that as to these the items are not reliable. We do not consider that the author is right in stating that where a solicitor acts for both vendor and purchaser he is entitled, as regards the latter, to half only of the investigating fee, although we are aware of an opinion of the Law Society's Council that such half charge is "not unreasonable." The increased amounts of fixed costs of judgments under order 14 are given, but the charges as to registered land need revising in the light of the Land Transfer Rules of December, 1903. We notice, as is inevitable in a first edition, an omission here and there, but on the whole we find the book accurate and simple, and one well calculated to prove of daily use to the costs draftsman in his laborious, difficult, and important work.

Books Received.

Dart's Treatise on the Law and Practice Relating to Vendors and Purchasers of Real Estate. Seventh Edition. By BENJAMIN LENNARD CHERRY, LL.B., GEORGE EDWIN TYRRELL, LL.B., ARTHUR DICKSON, LL.B., and ISAAC MARSHALL, M.A., Barristers-at-Law, assisted by LANCELOT HENRY ELPHINSTONE, B.A., Barrister-at-Law. In Two Vols. Stevens & Sons (Limited).

Summerhays and Toogood's Precedents of Bills of Costs in the House of Lords, the Privy Council, the Court of Appeal, the High Court of Justice (including Lunacy, Bankruptcy, and Companies' Winding up), the Mayor's Court, London, and the County Courts, and in Conveyancing, Arbitrations, Probate (non-contentious) and Administration, and in Passing Estate Duty, Residuary and Succession Accounts; with Statutes and Rules of Court Relating to Costs, Scales of Allowances, and Court Fees, Directions for Taxing, and Forms of Affidavits of Increase and of Objections to Taxation, and Appendices. Eighth Edition. By THOMAS CHARLES SUMMERHAYS, Solicitor, and C. GILBART BARBER, Solicitor. Butterworth & Co.

The Corrupt and Illegal Practices Prevention Acts, 1883 and 1895 (46 & 47 Vict. c. 51, and 58 & 59 Vict. c. 40), with Notes of Judicial Decisions, and with Short Introductory Chapters on Election Petitions under these Acts, Election Contests under these Acts, the General Policy and Effect of these Acts, and the Parliamentary Common Law of Agency. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Third Edition. Sweet & Maxwell (Limited).

An Epitome of the Law Relating to Easements. By T. T. BLYTH, Barrister-at-Law. Sweet & Maxwell (Limited).

De Injuriis et Famosis Libellis (Voet lib. 47, tit. 10). Translated by F. H. DE VOS, Barrister-at-Law, and Advocate of the Supreme Court of the Island of Ceylon. Second Edition. Sweet & Maxwell (Limited).

A Catalogue of Modern Law Works Published during the Years 1865-1905, being a Supplement to the Bibliotheca Legum of Henry G. Stevens and Robert W. Haynes, Law Publishers, Booksellers, and Exporters of Law and Miscellaneous Literature. Stevens & Haynes.

The Licensing Act, 1904, with an Introduction giving a Summary of the Law as to Grants and Transfers of Licences, the Text of the Act with Explanatory Notes, the Licensing Rules, 1904, and an Appendix containing the Chief Statutory Provisions relating to Grants and Transfers. By C. A MONTAGUE BARLOW, LL.D., M.A., Barrister-at-Law, assisted by EDWYN BARCLAY, Director of Barclay, Perkins, & Co. (Limited). Jordan & Sons (Limited).

The Shop Hours Acts, 1892-1904, with the Rules issued by the Central Authorities, Extracts from Other Acts relating to Shops, and a Note on Procedure in Regard to Early Closing. By CECIL V. BARRINGTON, B.A., LL.B., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

Correspondence.

Reports of Cases before the Official Referees.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am quite aware that cases before the official referees are not commonly reported in the newspapers, but the admission of reporters in a recent case before Mr. Pollock, to which you refer under the head of "Current Topics," is not a new departure.

Several years ago an action in which I was concerned for the plaintiff was referred to Mr. Pollock, and at the trial a couple of reporters attended to obtain materials for a report to be inserted in a paper circulating in the district where the parties resided.

The defendants objected strongly to the proceedings being reported, but the official referee stated it was a public tribunal, and he could not prohibit a report of what took place, and a detailed report appeared in the local paper.

There may be cases in which it is desirable that the reference should be heard in private, but I very much doubt if it would be well to deprive litigants whose actions are referred of the right to have the trials reported.

In special cases a judge might be asked to direct that the hearing should be *in camerâ*, but I believe the rule that justice shall be administered in public should apply, where the parties or either of them so desire, to proceedings before referees, save in exceptional cases where an order to the contrary might be obtained. H.

Hereford, March 11.

Building Contracts.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As solicitors for the plaintiff in the case of *Robins* v. *Goddard*, we were much interested in your note in reference to the decision of the Court of Appeal in the SOLICITORS' JOURNAL of the 4th inst.

We gather that the view you take is that, under the form of contract in question, the architect's certificate would be final unless either party had taken proceedings under the arbitration clause. This is the view we hold, and as no such proceedings had been taken, we look upon the judgment of Farwell, J, as being correct.

We are not sure that we quite understand one passage of your article, and we should be much obliged if you would make it clear to us.

You say "our *only difficulty* is a passage in the judgment of Collins, M.R., to the effect that if something which purports to be conclusive is made subject to revision, it loses its quality of finality."

We cannot see that a provision making the certificate of the architect subject to appeal to a second architect would prevent the certificate from being "*ultimately* conclusive."

We do not quite follow to what the words underlined refer.

BOOTH & SMEE.

Norfolk House, Norfolk-street, London, March 9

[The words "our only difficulty" mean that the high authority of the Master of the Rolls presented a difficulty in the way of acceptance of our view as subsequently expressed.—ED. *S.J.*]

Stamps on Statutory Declarations.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The letter as to stamps on statutory declarations in your issue of last week suggests the question whether, generally speaking, it is worth while stamping documents of that description at all. The stamp confers no evidentiary effect.

A statutory declaration carries greater weight than an allegation in, say, a letter, for two reasons—it is a very formal, and therefore, probably, carefully considered statement, and its truth is guaranteed by a punitive sanction. Neither of these reasons is affected by the absence of a stamp. HERBERT E. BORROW,

64, Burnaby-gardens, Chiswick, March 14.

Some men, says the *St. James' Gazette*, manage to find humour in the deadliest situations. Brougham's retort to counsel who declared, "My lord, I will now address myself to the furniture," was delivered with such suavity that its sting was hidden from the man to whom it was addressed. "You have been doing that for some time," he said. One of the best things of our own time was the lightning comment of Chitty, when the ceiling of his court collapsed upon him. "*Fiat justitia ruat cælum*," quoth he. Maule, Knight-Bruce, Westbury, and Ellenborough were as famous for genuine wit as for sound judgments. Needless to say it was not always forthcoming for the gratification of counsel. "I will now, if your lordship pleases, proceed to my next point," said one wearisome disputant to Ellenborough. "Sir," replied the latter, "we sit here, not to court, but to endure argument."

Points to be Noted.

Company Law.

Voluntary Winding-up—Security for Costs by Claimant Out of the Jurisdiction.—Claims in liquidations are frequently made by creditors who reside out of the jurisdiction, and in such cases the ordinary practice of the court as to ordering security for costs to be given applies. Security is ordered where the claim is made in a voluntary winding up, and apparently the same rule applies when the winding up is by or under the supervision of the court.—RE PRETORIA-PIETERSBURG RAILWAY CO. (No. 2) (1904, 2 Ch. 359) (Buckley, J., July 5, 1904).

Debentures—Re-issuing.—A number of cases on the law as between mortgagors and mortgagees of real property have established the proposition that where a person who is the owner of such property subject to a mortgage and liable to pay the mortgage debt, pays off the mortgage and takes a reconveyance, or a transfer of mortgage, to himself, the debt and security are gone. Where the person paying off the mortgage is not liable for the debt, the result is different. Are debentures issued by a company and forming part of a series to secure an aggregate limited amount, mortgages to which the same principle applies? Where all the debentures of the series had been issued, and before the time for redemption had arrived the company purchased some of them and took transfers of them to itself and transferred them for value to purchasers, it was held that the transferees acquired no security by the transfer and had no contractual right to have debentures issued to them. Possibly—probably it may be said—the decision is right, but it is to be regretted that the opinion of the Court of Appeal was not taken on the question involved. A debenture is generally considered a marketable security, and it would not occur to a commercial man that the fact that such a security had for a time returned to the hands of the company killed it and prevented it from being re-issued as a valid living security. Adequate words empowering the company to re-issue paid-off debentures are now commonly inserted in securities of this kind, but even when these words are absent, it is quite a common practice to re-issue paid-off debentures, and a tention should be called to the danger of taking re-issued debentures. — RE GEORGE ROUTLEDGE & SONS (1904, 2 Ch. 474) (Buckley, J, July 21, 1904).

Forfeiture of Shares—Re-issue—Amount to be Credited as Paid-up.—It is now common form in articles of association to provide that, notwithstanding forfeiture of shares, the holder shall be liable to pay up calls due at the time of forfeiture. It was contended that if the company, after forfeiture and re-issue of the shares, recovered from the forfeited member the calls due from him at the time of forfeiture, this sum was not to be credited to the new member in the winding up of the company, because the amount recovered was recovered under the separate contract contained in the articles, and not "on the shares," under section 38 of the Companies Act, 1862 Happily, this contention did not prevail, and it was held that the new allottee was entitled to be credited with the amount recovered from the forfeited member.—RE RANDT GOLD MINING CO. (1904, 2 Ch. 468) (Buckley J, June 28, 1904).

New Orders, &c.

Order under Sections 10 and 13 of the Solicitors Act, 1877.

I, the Right Honourable Sir Richard Henn Collins, Knt., the Master of the Rolls, with the concurrence of the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, and of the Right Honourable Richard Everard, Lord Alverstone, Lord Chief Justice of England, in pursuance of the power for that purpose vested in me by virtue of sections 10 and 13 of the Solicitors Act, 1877, and section 24 of the Supreme Court of Judicature Act, 1881, make the following regulations:

1. Subject to the conditions hereinafter contained, a Certificate of having passed a Preliminary Examination under the Solicitors Act, 1877, shall not be required from any person who has passed any of the following Examinations; that is to say:—
   - (*a*) The School-leaving Examination (Matriculation Standard) of the University of London.
   - (*b*) The Examination of the Joint Matriculation Board of the Victoria University of Manchester, the University of Liverpool, and the University of Leeds.
   - (*c*) The Matriculation or Entrance Examination of the University of Birmingham and the School-leaving Examination (Senior Certificate) of that University.
   - (*d*) The Matriculation Examination of the University of Wales.
   - (*e*) The Examination for the Senior Certificate of the Central Welsh Board under the Welsh Intermediate Education Act, 1889.
   - (*f*) The Responsions Examination at St. David's College, Lampeter.
   - (*g*) The Local Examination of the University of Durham Senior Pass Certificate and the Junior Certificate with at least Second Class Honours.

2. Subject to the general conditions hereinafter contained, any person who has passed any of the following Examinations may be admitted and enrolled as a solicitor without serving under articles to a practising solicitor for more than four years; that is to say:—
   - (*a*) The first public Examination before moderators at Oxford, or the previous Examination at Cambridge, or the Examina- in Art for the second year at Durham, or the Responsions Examination at St. David's College, Lampeter.
   - (*b*) In the first division at the Matriculation or Entrance Examination of the University of London, the University of Birmingham, or the University of Wales.
   - (*c*) In the first division at the Examination of the Joint Matriculation Board of the Victoria University of Manchester, the University of Liverpool, and the University of Leeds.
   - (*d*) In Honours at the Entrance Examination at the University of Dublin.

3. The following general conditions shall be applicable to the Examinations which by virtue of this Order are to be accepted in place of the Preliminary Examination under the Solicitors Act, 1877, or as reducing the period of service under articles; that is to say:—
   - (*a*) Latin shall be one of the subjects taken, and if Latin is not a compulsory subject the Examination certificate shall state that the candidate has passed in Latin.
   - (*b*) All the subjects required to be taken by a candidate shall be taken at one Examination, and the Examination certificate shall state that they have been so taken.
   - (*c*) If any alteration be made in the regulations, character, or standard of an Examination, this Order shall immediately thereupon cease to apply to such Examination.

4. The following Orders are hereby revoked as from the date of the coming into operation of this Order; that is to say:—
   - (*a*) The Order dated the 5th of December, 1877, so far as it still remains unrevoked.
   - (*b*) The Order dated the 1st of May, 1880, as to the Moderations Examination of St. David's College, Lampeter.
   - (*c*) The Order dated the 1st of September, 1888, as to the Preliminary Examination of the Victoria University.
   - (*d*) The Order dated the 16th March, 1894, as to the Lower or Junior Certificate of the Oxford and Cambridge Schools Examination Board.
   - (*e*) The Order dated the 25th of April, 1898, as to the Matriculation Examination of the University of Wales.

5. The Law Society shall have notice of every application not made by the Society for an Order under Sections 10 and 13 of the Solicitors Act, 1877, and shall be entitled to be heard on such application.

6. This Order shall come into operation on the 25th day of March, 1905.

Dated this 8th day of February, 1905.

(Signed) R. HENN COLLINS, M.R.
" HALSBURY, C.
" ALVERSTONE, C.J.

The Licensing Act, 1904.

(4 ED. 7, c. 23).

Rules made by the Treasury.

The Lords Commissioners of His Majesty's Treasury, in pursuance of section 3 (2) of the Licensing Act, 1904, in these rules called "The Act," make the following rules:—

1. An account shall be opened in the books of the Bank of England entitled "The Compensation Fund (Licensing Act, 1904) Account," and to be operated upon by the Commissioners of Inland Revenue, hereinafter called the Commissioners.

2. The Commissioners shall transfer to the said account, from time to time, all sums received by them in respect of charges levied and paid under section 3 of the Act.

3. Any payment to be made by the Commissioners to any authority under section 3 (2) of the Act on account of the amount produced in any area, or, where an area is divided into districts under section 3 (1) of the Act, in any such district, by charges levied and paid under section 3 of the Act, shall be made by an order drawn on the said account, and the order shall be transmitted by the Commissioners to the treasurer of the compensation fund for the area or district.

4. In the month of November in each year the Commissioners shall, where charges have been imposed in any area or district, make a payment under section 3 (2) of the Act to the proper authority on

account of the sums received in respect of those charges of such an amount as in their opinion will approximate to, but will not exceed, the actual amount produced by the charges in that area or district.

5. So soon as the actual amount produced by the charges levied in any area or district can be ascertained, the Commissioners shall pay to the proper authority the balance of the amount so produced, provided that the Commissioners may, if they see fit, at any time between the first payment on account and the payment of the final balance, make any further payments on account.

6. Where any order is transmitted under these Rules to the treasurer of a compensation fund, the Commissioners shall notify the amount of the order to the Clerk of the authority by whom the treasurer is appointed.

Treasury Chambers, Whitehall, 10th March, 1905.

Cases of the Week.

Court of Appeal.

"THE TOSCANA." No. 1. 8th March.

ADMIRALTY—PRACTICE—COSTS—SALVAGE—REDUCTION OF AWARD BY COURT OF APPEAL.

This was an appeal from a judgment of Sir Francis Jeune, the President of the Admiralty Division, in an action of salvage. The President made an award for £5,100, and the only ground of appeal was that the amount of the award was excessive.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) having allowed the appeal and reduced the amount of the award to £3,000, a question arose as to the costs of the appeal. It was pointed out that in *The Gipsy Queen* (1895, P. 176), Lord Esher, M.R., and Lopes and Rigby, L.JJ., following the practice of the Privy Council, were of opinion that the practice ought to be, in a case of salvage where the amount of the award was reduced, to give no costs. But subsequently in *The Kilmaho* (16 Times L. R. 155) A. L. Smith, Rigby, and Collins, L.JJ., on reducing an award, gave the costs of the appeal to the successful appellant. And in *The Prince Llewellyn* (1904, P. 83) a Divisional Court of the Admiralty Division had followed *The Kilmaho*.

THE COURT, thinking they were at liberty to follow their own judgment, followed the ordinary rule by which a successful appellant is allowed the costs of his appeal. The appeal was therefore allowed with the costs of the appeal, but the costs in the court below were not interfered with.—COUNSEL, *Pickford*, K.C., *Laing*, K.C., and *Pritchard*; *Aspinall*, K.C., and *Bateson*. SOLICITORS, *Pritchard & Sons*; *Stokes & Stokes*, for *Batesons, Warr, & Wimshurst*.

[Reported by P. G. RUCKER, Esq., Barrister-at-Law.]

"THE LONDON." No. 1. 10th and 14th March.

SHIP—COLLISION—ONE VESSEL HELD ALONE TO BLAME—APPEAL ONLY ON THE GROUND THAT BOTH VESSELS WERE IN DEFAULT—RIGHT OF SUCCESSFUL APPELLANT TO COSTS OF APPEAL.

This was an appeal by the plaintiffs, the owners of the steam trawler *Anson*, and her master and crew, from a judgment of the late President in favour of the defendants, the owners of the steamship *London* and her freight. The action was for damages arising out of a collision between the two vessels in foggy weather in the North Sea on the 5th of June last. *The Anson* sunk almost immediately. Damages were also sustained by *The London*, and for these her owners counterclaimed. The President found *The Anson* alone to blame. Against this decision the plaintiffs appealed, contending that *The London* should also have been found in fault. The appeal was argued last week, when their lordships after hearing arguments on both sides gave judgment, pronouncing both vessels to blame, and a decree was made that each party should bear a moiety of the other's assessed damages. The court, however, reserved judgment on the question of costs, it being contended on behalf of the appellants that there was no direct authority on the question. It was submitted that the ordinary course should be followed as to costs in the court below in cases where both vessels were held to blame—namely, that each party should be ordered to pay their own costs. The plaintiffs admitted on appeal that they had rightly been held to blame, and the only issue raised—namely, that in the circumstances the defendants should have been held also to blame, had been decided in their favour. Having succeeded on the only issue raised, it was argued they were entitled to the costs of the appeal. For the defendants it was contended that the rule that each party should pay their own costs, which was well established and followed in the Admiralty Division, applied when a similar decision was given in the Court of Appeal.

March 14.—COLLINS, M.R., in giving judgment, said they had reserved their decision on the question of costs in order to consider the authorities that had been cited. Mr. Aspinall, after consultation with Mr. Balloch, had, since the argument, drawn their attention to the case of the *Owners of The Lebanon* v *Owners of The Ceto* (14 App. Cas. 670). In that case the late Sir James Hannen had found *The Lebanon* alone to blame. The owners of *The Lebanon* appealed, and while admitting that their vessel was in default, alleged that *The Ceto* was also to blame. The Court of Appeal affirmed the President. The House of Lords, while differing in opinion on the merits, held, in the result, that both vessels were to blame. Therefore, the judgments below were reversed, and the respondents were ordered to pay the appellants their costs, both in the Court of Appeal and in that House. The facts of that case were precisely the same as those in the present case, and therefore there was nothing more to be said about the matter. It was clear that the appellants were entitled to the costs of the appeal, while the order as to costs in the Admiralty Court would stand.—COUNSEL, *Aspinall*, K.C., and *Lauriston Batten*; *Robson*, K.C., and *Balloch*. SOLICITORS, *Pritchard & Sons*, for *A. M. Jackson & Co.*, Hull; *Thomas Cooke & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

MANSELL *v.* JONES AND OTHERS. No. 2. 8th March.

EASEMENT—RIGHT OF WAY—DEROGATION FROM GRANT.

This motion was an appeal from a decision of Kekewich, J., which, whilst illustrating a point or law, is of general interest to the profession by reason of the concluding remarks in the judgment of Lord Halsbury, L.C. The predecessor in title of the plaintiff in 1864, under an agreement for a lease, entered into possession of certain lands abutting south on a piece of land the property of the intended lessor, the predecessor in title of the defendants. At the time it was known to the tenant that his landlord intended to develop the adjacent land for building purposes, and that a new street, to be called Davies-street, should be made on the land adjoining the land intended to be demised; it was also known that it would be necessary to raise the level of the land, when making the street, for purposes of drainage. The tenant built a factory on the land intended to be demised, the ground floor being on a level with the adjoining land, and used the said intended street as a means of access to his factory. Subsequently to the construction of the factory the said land was duly demised to the tenant by an indenture of lease dated the 11th of October, 1865, the said land being bounded "on the south by a proposed new road intended to be called Davies-street." The present defendants, the successors in title to the grantor of the said lease, had now commenced to develop the adjoining land, and by raising the level of the land some two to three feet for the purpose of making Davies-street, have materially obstructed access to the plaintiff's factory. The plaintiff claimed an injunction and damages. Kekewich, J., refused to grant an injunction, and gave damages for 20s., the plaintiff to pay three-fourths of the defendants' costs. The plaintiff appealed.

THE COURT (Earl of HALSBURY, L.C., and VAUGHAN WILLIAMS and STIRLING, L.JJ.) allowed the appeal and granted an injunction, and ordered an inquiry as to damages.

The Earl of HALSBURY, L.C., in the course of his judgment, said: I am of opinion that this judgment cannot be supported. The principle of law involved is one with which we are very familiar, and I confess I am surprised to hear suggestions made which are inconsistent with the principle. As far as I know it has never been questioned. Its application to varying circumstances may be difficult, but that the principle can be contested is surprising. It is a broad principle that you must not derogate from your own grant. Apply this to the question before us. Here is an owner of land granting a lease of a plot of land abutting on a road which is the means of access to a woollen manufactory placed on the said plot, and to say that thirty-one years afterwards the road can be so altered as to prevent access or egress from that building for the purpose of which the lease was granted is to my mind somewhat amazing. Questions may arise as to the extent of the rights which may be insisted upon by the person to whom this grant was made, as if there were a complete right to prevent there being a road at all. Such an extravagant claim could not be supported. The alternative is an obvious one. You may develop your property, but you must do it in such a way as not to be inconsistent with the grant you have made. The judgment should be that there should not be such a road as to prevent the reasonable use of the premises already there. I do not think we can do anything else than allow an inquiry as to what the damages are. That is all I have to say as to the judgment. Now that I have the whole matter before me, I can conceive of nothing more unreasonable than that eleven witnesses should be brought before my brother Kekewich to try this question. It is not abstruse, and the whole question might have been tried by persons on the spot. I cannot conceive anything more unreasonable than bringing it up to London, incurring costs to decide a question which has not been tried with the accuracy which we would have desired, and now we must have an account of what the damages have been. I must say I do regret this practice of bringing up cases from places where they arise; it makes it difficult for the courts to keep pace with the litigation. You have a circuit system and trial in London. If the two systems are to be perfect, it can only be by trying matters which arise locally by the judges on assize who go down to try cases locally. Otherwise cases are brought up to London and the courts here become congested, and the judge goes down with no cases to try.—COUNSEL, *Neville*, K.C., and *Alfred Adams*; *Ogden Lawrence*, K.C., and *Rowlands*. SOLICITORS, *Bell, Brodrick, & Gray*, for *J. W. Lewis*, Merthyr Tydfil; *Wrentmore & Son*, for *Lewis & Jones*, Merthyr Tydfil.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re ASHFORTH. ASHFORTH *v.* SIBLEY. Farwell, J. 24th Feb; 10th March.

WILL—DEVISE OF REAL ESTATE—PERPETUITY—LEGAL CONTINGENT REMAINDER SUBJECT TO RULE AGAINST PERPETUITY.

Summons. Martha S. Ashforth, by her will, dated in 1863, devised her real estate to trustees and their heirs, upon trust to receive the rents and profits and divide and pay the same in equal parts to her three children during their lives and the life of the survivor, "and from and immediately after the decease of the longest lives of my said three children, J. M. Ashforth, G. M. Ashforth, and M. M. Ashforth, I direct my said trustees for the time being . . . to pay and divide the said rents and profits

half-yearly unto and equally amongst all such of the children, born in my lifetime or within twenty-one years after my death, of the said J. M. Ashforth, G. M. Ashforth, and M. M. Ashforth as shall be living on the Lady Day or Michaelmas Day preceding such payment and division. And after the death of all such children of the said J. M. Ashforth, G. M. Ashforth, and M. M. Ashforth except one, I devise my said farm and all my said real estate to such surviving child and the heirs of his or her body in tail, with remainder to the right heir of John Morris, son of my grandfather, Thomas Morris. The testatrix died in 1864. Of her three children two died without issue, and the third, G. M. Ashforth, left three daughters, the plaintiffs in this action. The question for decision was whether the limitation in tail was or was not too remote. Counsel for the plaintiffs, the three tenants for life with remainder in tail to the survivor, argued as follows: (1) Though property may only be given to unborn persons successively for life, with remainders over, if such remainders indefeasibly vest in persons necessarily ascertainable within the limits allowed by the rule against perpetuities; yet in this case, inasmuch as one of the three plaintiffs must necessarily be the survivor, and as they can now combine to release the right of survivorship and can take the property at once, these limitations are not obnoxious to the rule against perpetuities: Lewis on Perpetuities, p. 164; *Gooch* v. *Gooch* (3 De G. M. & G. 383). (2) This is a legal contingent remainder supported by a particular estate vested in trustees during the lives of the grandchildren and of the survivor of them. Such a remainder is not affected by any doctrine of remoteness, except the rule that life estates cannot be limited to unborn persons for life with remainders to the issue of such unborn persons. Counsel for the heir-at-law cited *Re Hargreaves* (38 W. R. 470, 43 Ch. D. 401), *Evans* v. *Walker* (25 W. R. 7, 3 Ch. D. 211), *London and South-Western Railway Co.* v. *Gomm* (30 W. R. 620, 20 Ch. D. 562), and *Garland* v. *Brown* (10 L. T. 292) to shew that the limitations subsequent to the life interests were bad for remoteness.

FARWELL, J., in a considered judgment, answered the two arguments put forward on behalf of the plaintiffs as follows: (1) This argument assumes the existence of a present estate after the life estates which will remain when the obnoxious contingency is destroyed. But the only estates of inheritance are contingent interests in remainder. The court has first to construe the will, and is driven to conclude that these interests are void for perpetuity. There is therefore no estate of inheritance in existence available for dealings by way of conveyance or otherwise. Three void contingent remainders will not make one good vested remainder. This case is really indistinguishable from *Garland* v. *Brown* (*supra*), where there was a gift to the surviving children of the testator's surviving child for life in equal shares as tenants in common, with remainder to the survivor of those children in fee, and the remainder in fee was held void for remoteness. (2) As to the application of the rule against perpetuities to legal contingent remainders. This question was decided by Kay, J., in *Re Frost* (38 W. R. 264, 43 Ch. D. 246), but only as an alternative reason for the judgment. The old rules as to the necessity of a prior estate to preserve contingent remainders, and as to construing limitations by way of remainder in preference to construing them as executory or shifting uses have their origin, not in an attempt to avoid the rule against perpetuities, but in an exercise of the policy of the courts in opposing perpetuity. Liability to destruction from a particular cause at or before a given period is not incompatible with, or any ground for immunity from, destruction at the same period for a cause common to all other interests, executory, equitable, or otherwise, which may lead to remoteness. The courts, too, have acted upon the principle that the rule against perpetuities is to be applied where no other sufficient protection against remoteness is attainable: *Re Hollis Hospital* (47 W. R. 691; 1899, 2 Ch. 540). This has been done ever since the court in *Chudleigh's case* (1 Rep. 120) defeated an attempt to make the Statute of Uses serve as a means of protecting contingent remainders from destruction. The present attempt is made by vesting a legal estate *pur autre vie* in trustees and limiting the contingent remainders as a legal use. In my opinion the court is equally bound to defeat this, nor can I find any rule of law or decision or principle to the contrary. I agree with the view expressed in Gray on Perpetuity, pp. 283-298. I hold that the rule against perpetuities applies to legal contingent remainders as it does to contingent equitable limitations of real estate and contingent limitations of personalty. The limitation in tail in this case is therefore void for remoteness.—COUNSEL, *Upjohn*, K.C., and *J. G. Wood*; *Jenkins*, K.C., and *G. Henderson*; *Carr*. SOLICITORS, *Bird & Eldridge*; *George A. Buxton Carr*.

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division

VINDEN *v.* **HUGHES**. Warrington, J. 7th March.

BILL OF EXCHANGE—CHEQUE—FORGED INDORSEMENT—FICTITIOUS PAYEE—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 7 (3).

Action. The plaintiffs were salesmen in Covent Garden Market who sold fruit and other goods for customers on commission. They paid their customers by cheques. Their cashier and confidential clerk, Cross, used to fill up these cheques, making them payable to order, and submit them to the plaintiff Vinden, who then signed them, and they were sent to the customers. When, however, Mr. Vinden was going to be away from home he used to sign a few cheques in blank to be filled up by Cross subsequently as they were wanted. During the years 1901, 1902, and 1903 Cross filled up certain cheques with names of customers to whom either no money was due, or to whom less was due than the amount for which the cheque was drawn, and presented them for signature to Mr. Vinden, who signed them, believing that the ordinary practice of the office was being followed. Cross then forged the indorsement of the names of these payees, and cashed the cheques with the defendant, who was a tradesman living at Brixton of whom Cross was a customer. The defendant passed the cheques through his banking account and received the proceeds. The plaintiffs made no suggestion that the defendant did not act entirely honestly in the matter. Upon the plaintiffs discovering the frauds of Cross he was dismissed, and they brought this action, claiming the sum of £487 odd as the aggregate amount of moneys received by defendant upon twenty-seven cheques of which the defendant had received the proceeds in the above method. The defendant contended that the name of the payee was that inserted by way of pretence, and that consequently he was a fictitious person within section 7, sub-section 3, of the Bills of Exchange Act, 1882, which enacts that "where the payee is a fictitious and non-existing person, the bill may be treated as payable to bearer." And he relied upon certain observations of Lord Herschell in *Bank of England* v. *Vagliano Brothers* (39 W. R., p. 669; 1891, A. C., p. 152) as shewing that the payees inserted in the cheques in question were fictitious persons within the meaning of the section.

WARRINGTON, J.—To decide whether the payee is a fictitious person within the meaning of the section one must look at the particular facts of each case. Now when Mr. Vinden signed these cheques the name of the payee was not a pretence to him, but the transaction was to him a real one. He believed that he owed to the person named as payee the amount for which the cheque was drawn, and he intended to pay the money to that person. It was not until later that he discovered that the transaction was not a real one. The fraud perpetrated upon the plaintiff therefore does not affect the application of the section. For that purpose the state of facts existing at the time when the cheque was drawn must be looked at. The case of *Clutton* v. *Attenborough* (45 W. R. 276; 1897, A. C. 90), to which I have been referred, although very similar to the present in other respects, was a case where the payee was a non-existing person, and therefore does not apply to this case. In *Bank of England* v. *Vagliano* the facts were peculiar. There was in fact no drawer, the name of the drawer being forged, and consequently the name inserted as that of the payee was mere fiction. The observations of Lord Herschell in that case, on which the defence relied, are explained by this consideration. I think, therefore, that the persons named as payees in these cheques were not "fictitious or non-existing persons" within the section, and that the cheques cannot be treated as payable to bearer, and the forged indorsement being no authority to the defendant to pay or take the cheque, he must make good the loss which has been occasioned.—COUNSEL, *Lush*, K.C., and *Ashton Cross*; *S. T. Evans*, K.C., and *C. M. Baalhache*. SOLICITORS, *Hervey, Smith, & Co.*; *John T. Lewis*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

Solicitors' Cases.

TURNER & SON *v.* **WILLIS**. Div. Court. Jan. 20th.

SOLICITOR AND CLIENT—PAST COSTS—ORAL AGREEMENT TO PAY LUMP SUM—ACCOUNT STATED.

Appeal from the Whitechapel County Court, Middlesex, in an action to recover the sum of £35 on an account stated. Messrs. Turner & Son, solicitors, had executed legal work for the defendant over a period of years extending from 1881 to 1895. No bill of costs was rendered until the 23rd of August, 1900, when an unsigned bill of costs was sent with a letter to the defendant. The amount of the said bill was £50 0s. 7d. On the 24th of August, 1900, the defendant called upon the plaintiffs, and at the trial of the action Mr. Alfred Turner, the surviving partner, stated that the items in the bill were gone into by both parties, and after allowing certain sums due from the plaintiff to the defendant for work not of a professional character, a balance was struck at £35. In accordance with this settlement, in the presence of the witness, the partner, since deceased, indorsed the bill "£35 in settlement." The bill was produced. The plaintiffs addressed several letters to the defendant requesting payment, and in a letter of the 9th of April, 1901, the defendant admitted indebtedness. At the trial the defendant's counsel, upon the conclusion of the plaintiffs' case, submitted that there was no case to answer, and as the judge concurred, no evidence was called for the defence. The judge non-suited the plaintiffs on the following grounds: "(1) That the letter of the 9th of April, 1901, was not such an acknowledgment as implied a promise to pay, and that the defence under the Statute of Limitations prevailed; (2) that the agreement sued upon was a verbal agreement by a client to pay his solicitor a lump sum in discharge of past costs, and that such an agreement was not binding on the client, not being in writing." Counsel for the appellants now admitted that the letter of the 9th of April, 1901, was no answer to the statute, but urged that the time must run from the 24th of August, 1900, when the defendant admitted that £35 was due on an account stated: *Ashby* v. *James* (11 M. & W. 542). A bill of costs unsigned (Solicitors Act, 1843, s. 37) is evidence for other purposes (*Re Reader*, 16 L. J. Ch. 25), and so is an agreement to pay a lump sum not in writing as required by section 8 of the Solicitors' Remuneration Act, 1881: *Re Russell, Son, & Scott* (30 Ch. D. 114). The courts recognize an unsigned bill of costs to constitute a good set off. Counsel for the respondent argued that the summary of work done actually issued to the defendant was no bill of costs at all, and unless a bill of costs has been delivered, it is not possible to sue upon an account stated: *Ricke* v. *Nokes* (1 M. & R. 359) and *Brooks* v. *Beckett* (9 Q. B 847). His case was supported by *Re West, King, & Adams* (1892, 2 Q. B 102). The whole object of the Solicitors Acts would be null and void if such an agreement as this were allowed.

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.)

held that if there were an account stated of the kind alleged by the plaintiff, then the agreement was not such as required to be in writing, but inasmuch as the county court judge had nonsuited the plaintiff before the evidence for the defence had been called, there must be a new trial because *non constat* the evidence of the plaintiffs might be disproved.

Lord ALVERSTONE, C.J., in the course of his judgment, said: There must be a new trial. I do not propose to express a final opinion as to what the rights of the parties may be when the facts are ascertained, because it seems to me a good deal is to be said on both sides as to what this account stated actually is. The county court judge in dealing with this matter practically decided the case on the ground "that the agreement sued upon was a verbal agreement by a client to pay his solicitor a lump sum in discharge of past costs, and that such an agreement was not binding on the client, not being in writing." As at present advised, if this bargain was a bargain with respect to a claim by the solicitors of £50, and a cross-claim by the client for a sum of money, and the parties agreed to settle for £35, that would not be the kind of bargain required to be in writing within the meaning of the section with which the county court judge was concerned. I think there ought to be a new trial, because in my opinion the real rights of the parties cannot be ascertained until the true facts of the case have been dealt with. It cannot be taken that the true facts of the case were such as were deposed to by the one witness who was called. The costs will abide the event.

KENNEDY, J.—I agree. I think that the objections to the claim would have been good objections if the county court judge had decided the question of fact—viz., that the account stated consisted solely of solicitors' claims purported to be settled in that bill. It seems to me the reason of there being a new trial is this: On the evidence as it stood, after hearing one witness, the county court judge non-suited the plaintiff. On that evidence it may be argued that the account stated was not constituted solely by this solicitors' bill, but consisted of a contra account which was taken into consideration, and the account alleged to be stated was the result, not only of a claim by the plaintiff, but of claims which had nothing to do with a solicitor's bill at all. And I think for the distinction there is ground in the decision which is cited by Bullen and Leake under the head of "Account stated"—viz., the case of *Scadding* v. *Eyles* (9 Q. B. 858). The declaration claimed for work done, and secondly, on an account stated. To the account stated it was pleaded "that the account therein mentioned to have been stated was so stated solely of and concerning the said debt—*i.e.*, on account of work done as a solicitor—and not otherwise." And what the court held there was that under these circumstances the plea was a perfectly good one. The question of fact remains to be tried, and to be tried on the basis of my lord's decision.

RIDLEY, J.—I concur.—COUNSEL, *Nield; Warde.* SOLICITORS, *Metcalfe & Storr; Geo. Vandamm.*

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

Law Societies.

The Law Society.

NOTICE.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 14th of April, at 2 p.m.

Members wishing to give notice of motions should do so on or before the 23rd of March.

(By order) E. W. WILLIAMSON, Secretary.

The Herefordshire Incorporated Law Society.

The annual general meeting of this society was held on the 28th ult., when there were present: Mr. F. S. Collins (president), Mr. E. L. Wallis (vice-president), Messrs. J. Gwynne James, C. B. Beddoe, Earle, Corner, F. R. James, Lloyd, D. Allen, W. J. Humfrys, R. H. Symonds-Tayler, Watson, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting was read, confirmed, and signed.

THE LATE MR. LLANWARNE.—Resolved, on the motion of the president, seconded by Mr. Humfrys: "That the society do record on its minutes its sense of the profound loss which the society and the profession generally have sustained through the death of Mr. Thomas Llanwarne, who was president of the society in 1894, and who served on the committee almost continously from the formation of the society. He was among those who have done so much to raise the status of this branch of the profession, for his life was an illustration of the benefit clients derive from being represented by solicitors who possess the confidence and regard of the members of their profession with whom they are brought in contact, and it is difficult to say whether he is most missed and lamented by his professional brethren or by the clients who so greatly valued his kindness and ability."

The report of the committee for the past year was received and adopted.

It was resolved, on the motion of Mr. Humfrys, seconded by Mr. F. R. James, "That Mr. E. L. Wallis be elected president for the ensuing year."

It was resolved, on the motion of Mr. J. R. Symonds, seconded by Mr. Corner, "That a cordial vote of thanks be accorded to Mr. F. S. Collins for his services as president during the past year."

It was resolved, on the motion of Mr. J. Gwynne James, seconded by Mr. Humfrys, "That Mr. E. P. Lloyd be elected vice-president for the ensuing year."

The following were elected as the committee: Messrs. H. C. Beddoe, J. Gwynne James, Lambe, A. J. Corner, W. J. Humfrys, H. V. Vaughan, Lilley, F. R. James, F. S. Collins, and P. W. L. Earle.

Mr. J. R. Symonds was elected hon. secretary and treasurer.

The following were elected members of the society: Mr. J. Moore, Hereford; Mr. J. S. Alston, Ross.

The following are extracts from the report of the committee:

Members.—The number of members is seventy-four. The committee have to express their very deep regret at the death of Mr. T. Llanwarne, and their sense of the great loss which the society and the profession generally have thereby sustained. He filled the office of president in 1894, and has served on the committee continuously since the formation of the council.

The Licensing Act, 1904.—The committee presented a memorial to the Herefordshire Quarter Sessions, asking that the rules to be made by the court under this Act should give to solicitors the right of audience before the committee to be appointed to carry out the duties of the court under the Act, and they are glad to state that the rules made by the court provide for such right of audience.

Land Transfer.—Land transfer has been the subject of some discussion in the profession recently. The expense, inconvenience and difficulty that has been occasioned in the County of London by the introduction of the system of compulsory registration of titles would be quite sufficient to justify the most strenuous efforts to prevent its extension into the provinces, and the City of London, too, has more recently been subjected to the same system, but has not submitted without a protest. Building societies, insurance companies, and banks, as well as private owners of land have realized how seriously the new system hampers all dealings with real property, and an enterprising owner of property having registered some land in Hereford with an absolute title and proceeded to sell it in building lots, the profession in this city as well as some of their clients have had some personal experience of the expense and trouble which this system inflicts upon persons dealing with registered land. . . . If solicitors would take the trouble to make themselves acquainted with the difficulties occasioned by compulsory registration of title, and the delay and expense it occasions, and would bring these facts under the notice of their clients from time to time as opportunity offers, the client would certainly express to the member for his constituency his objection to the introduction of the system into the county, and it is believed any attempt to extend the operation of the Act would be abandoned, if in this way the working of the Act were made known to the people at large.

The Honorary Secretary.—Mr. J. R. Symonds was, on the 28th of June, presented with two handsome antique silver rose bowls, with an illuminated address on vellum bound in morocco, in recognition of the services rendered by him to the society as honorary secretary and treasurer during a period of over seventeen years. The presentation was made by the president (Mr. F. S. Collins) at a luncheon at the Green Dragon Hotel, to which he kindly invited the subscribers.

United Law Society.

March 13.—Mr. Edward Cox-Sinclair presided. Mr. Harold P. Ellett was elected secretary, and Mr. Walmersley and Mr. Morgan were elected members of the society. Mr. Harold Hardy moved: "That the statutory prohibition of stage plays at music halls is opposed to the interest of the public at the present day and ought to be removed." Mr. Bernard Campion opposed. The debate was continued by Messrs. Menzies Henri Gros (visitor), Ronald Walker, Forder Lampard, A. Profumo, and F. B. Sharp (visitor). Mr. Harold Hardy replied. The motion was carried.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 14.—Chairman, Mr. H. T. Thomson.—The subject for debate was: "That the case of *Brinckman* v. *Matley* (1904, 2 Ch. 313) was wrongly decided." Mr. Wilde opened in the affirmative, Mr. Hung Hing Kam seconded in the affirmative; Mr. Harnett opened in the negative, Mr. Carver seconded in the negative. The following members also spoke: Messrs. Findlay, Gottlieb, Blaydon, Menzies, and Cook. The motion was carried by one vote.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 14.—Mr. J. W. Hallam in the chair.—The following moot was the point for discussion: "A customer asks his bank manager to honour cheques on his account, allowing him to overdraw to the extent of £500 to meet losses incurred by betting at Newmarket. Should the manager, who under different circumstances would have been willing to provide accommodation, tell his customer that the bank must decline to make the advance owing to the Gaming Act, 1892?" The speakers for the affirmative were Messrs. S. Morris, A. Cotterell, F. A. Platt, J. H. Round, W. Kentish, T. B. Fitch, and T. H. Cleaver; and for the negative, Messrs. J. H. Gold, T. Coates, H. Mayhew, J. J. Pritchard, E. Cupwell, and F. W. Whitehouse. After the leaders on both sides had replied, the chairman summed up, and voting resulted, for the negative 9, for the affirmative 7. A hearty vote of thanks to the chairman terminated the proceedings.

Mr. Boydell Houghton will preside at the lecture to be delivered to the Solicitors' Managing Clerks' Association on Thursday, the 30th instant, in the Inner Temple (Lecture Room A), at 7 p.m., by Mr. F. T. A. Henlé, the subject being "A Railway Ticket."

Companies.

British Law Fire.

ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Co. (Limited) was held on Friday, the 10th inst., at Cannon-street Hotel, Mr. H. TURTON NORTON (chairman) presiding.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said the company had had what he hoped they would consider a satisfactory year, as had been the case every year in the history of the company with one exception. The net premium income had been £79,525, just upon £80,000, being an increase over the previous year of £7,637. This was a most satisfactory increase, and, it would be found, compared favourably with the reports of other fire insurance companies when they came out. A part of that increase was occasioned by the fact that the company had increased their limits in respect to most of the risks they accepted. Up to the present time, being a young company, and being anxious to increase their reserves as much as possible, the limits had been certainly low. During the last two years the board had had it seriously under their consideration that it would be convenient and proper to increase those limits in many cases; and they had done so last year, excepting from that increase country mansions and some other risky business. The result had been most satisfactory, and £2,000 out of the increase was due to the increase of the limits. The rest, £5,000 odd, was due to the ordinary extension of business, the result of the energy of the agents and the local boards. The risks in country mansions had not been satisfactory. The company had not had very many losses in this respect, but those losses had been very large in proportion to the amount insured. The fact was that the arrangements for limiting fires in country houses when they first broke out were generally non-existent, and when a fire occurred there was a total, or very nearly total loss. Then it had been the practice, and he was afraid was still, for the owners of country houses very much to under-insure the value of their property, with the result that, even if there was not a total loss, the whole weight of the loss fell upon the insurance company and they had to pay as if it were a total loss without having in the interval received the premiums upon the full value of the property. The board had suggested modifications to meet the difficulty, but these had not at present met with favour by the Tariff Committee, and the same practice must be continued as heretofore. The available balance was £24,056, which the directors proposed to appropriate by carrying to reserve £10,000, bringing it up to £78,000, to pay a dividend of 7 per cent., and to carry forward to revenue account £7,056. Invariably in past years the directors had been asked to declare a larger dividend, but they had thought the steady progress of the increasing dividend a better and surer method of business than to attract attention in a particular year by a startling dividend which might have to be reduced. The board had therefore followed the same policy as heretofore, and had increased the dividend by one per cent. and not by more. The securities had cost £178,764, and the market value on the 31st of December last was £165,522, about £13,000 less, but the apparent depreciation did not arise from any fall in their intrinsic value. A very great proportion of them were "gilt-edged" securities of the trustee type, and a few debentures were held in business companies of different kinds which had been taken for the purpose of securing insurance business and for promoting the company's connection. The board had no anxiety about them, and they had had a valuation made up to the previous Saturday, only two months after the 31st of December, and £3,000 of the depreciation had vanished, so that it was only £10,000 instead of £13,000.

Mr. W. MAPLES seconded the motion, and it was carried unanimously.

On the motion Mr. CULLIMORE, the retiring directors, Messrs. R. J. Bowerman, R. L. Fulford, Wm. Hitchins, Robert C. Nesbitt, and A. G. Parson, were re-elected.

The auditors, Messrs. Turquand, Youngs, & Co., were also re-elected.

A vote of thanks to the chairman, the manager and secretary and staff having been carried, the CHAIRMAN and Mr. H. FOSTER CUTLER returned thanks, which terminated the proceedings.

Legal News.

Appointment.

Mr. DENHAM WESTMACOTT, solicitor, has been appointed First Legal Assistant to the Commissioners of his Majesty's Woods, Forests, and Land Revenues. The Official Solicitorship, lately held by Mr. T. W. Gorst, barrister, has been abolished.

Changes in Partnerships.

Dissolutions.

ALFRED WEBSTER BULLOCK and PHILIP SWINDELLS, solicitors (Bullock & Swindells), Macclesfield. March 5. Each of the said late partners will continue to practise separately on his own account and in his own name—the said Alfred Webster Bullock at 3, Church-side; the said Philip Swindells at 3A, Church-side, Macclesfield.

GEORGE JAMES VANDERPUMP and JOSEPH CHRISTOPHER WOOD, solicitors (G. J. Vanderpump, Son, & Wood), 13, Gray's-inn-square, London. Dissolved by a judgment of the Chancery Division of the High Court of Justice, dated the 10th day of February, 1905, in an action *Wood* v. *Vanderpump* (1905, W. No. 302), from the date of the said judgment.

[*Gazette*, March 10.

JAMES PARTRIDGE CAPELL and GEORGE DUNCAN GREY, solicitors (Capell & Grey), Weston-super-Mare and (Grey, Capell, & Co.) Bristol. Dec. 31. On the retirement from practice of the said James Partridge Capell; the said George Duncan Grey will continue the practice at both offices.

[*Gazette*, March 14.

General.

The Married Women's Property Act (1882) Amendment Bill was read a second time in the House of Lords on Monday.

Lord Justice Romer is stated to be recovering from his recent chill, but up to Thursday he had not resumed his seat in court.

It is announced that the President of the Probate and Divorce Division has appointed Mr. G. F. Adams, of the Principal Probate Registry, Somerset House, to be District Probate Registrar at Worcester in succession to the late Mr. H. A. Franklin.

The benchers of Lincoln's-inn have, says the *Times*, granted the use of their hall on Friday, the 14th of April next, for the farewell dinner at which Mr. Choate, the American Ambassador, will be entertained by the bench and bar of England on his approaching departure from this country.

It was announced at the Watford County Court on Monday that Judge Sir Alfred Marten, K.C., had resigned, owing to ill-health. His honour is succeeded by Judge Roberts, of the Wolverhampton Circuit. Regret at Sir Alfred's retirement was expressed by the registrar and members of the legal profession practising at Watford.

The death is announced of Sir James Gell, Clerk of the Rolls of the Isle of Man, in his eighty-third year. He was admitted to the Manx bar in 1845, and in 1854 was appointed High Bailiff of Castletown, and Attorney-General in 1866. He was knighted in 1877, and in 1900 was appointed Clerk of the Rolls. He was a great authority on Manx law, customs, and traditions, and was the author of several legal text-books.

The frequency with which the House of Lords now reverses the judgments of the Scottish courts is, says the *Globe*, having its effect on the number of the Scottish appeals. Not even the Free Church decision has served to diminish the popularity of the law lords among unsuccessful suitors north of the Tweed. At the present moment as many as eleven appeals from Scotland stand for hearing before the House of Lords.

The following are the arrangements made by the judges (Mr. Justice Walton and Mr. Justice Bray) for the ensuing spring assizes on the Northern Circuit—viz.: The commissions will be opened at Manchester on Saturday, April 22, and at Liverpool on Thursday, May 11. Mr. Justice Walton will, says the *Times*, on Monday, April 24, resume the hearing of the actions of *The Wilmslow Urban District Council* v. *Shaw and Others*. No action other than these will be in the list until Thursday, April 27. The trial of special jury causes will begin in Manchester on Thursday, April 27, and in Liverpool on Friday, May 12.

In moving, on Monday, the Second Reading of the Prevention of Corruption Bill, the Lord Chancellor said he had received a letter from the bankers of London urging the high importance of this measure to the commercial community, and expressing their earnest hope that the Government would pass it into law. That was a remarkable document, which ought certainly to receive considerable attention. He hoped the Government would take care that the Bill should pass, and should not be lost again at the end of the Session. It dealt with a very serious and crying evil, which, by the confession of all persons, required remedy. Lord Avebury said that the letter to which the noble lord on the woolsack had referred was signed by every one of the clearing bankers of London. He would add also that it expressed their thanks to the Lord Chancellor for having on more than one occasion carried the Bill through the House of Lords, and their hope that the Government would carry it through the House of Commons. The Bill was read a second time.

The hearing of a law suit of considerable interest, owing to the complex questions of international law which are involved, was begun on the 6th inst., says the Brussels correspondent of the *Times*, at the Civil Court of Brussels. It appears that a financial company was floated in 1901 by two brothers named Hutt and a M. de Cooman, of Tournai, and was shortly afterwards reconstituted under the title of La Caisse Internationale, with a capital of 80,000,000f. and having over 100 agencies in Belgium and France. The company came to grief in 1902 from causes which have yet to be ascertained, and the French shareholders succeeded in obtaining a judgment against the promoters. Similar proceedings in Belgium led to the arrest of the brothers Hutt, and after three months' imprisonment they were released on bail. The French creditors now attempt to give effect to the judgment pronounced in Paris, which was declared inoperative in Belgium by the Belgian tribunal, because the company had ceased to exist. The defendants maintain that the papers which were seized by the French authorities are of a nature to assist them in disproving the charge of fraudulent bankruptcy. The case, for which over 200 witnesses have been summoned to appear, is likely to occupy two or three months.

The fee of a "cool million," which Wall-street guesses that William Nelson Cromwell will get for his services as counsel for the Panama Canal Company, may not, says the *New York World*, be regarded as exorbitant.

The safe guidance of the interests of the "French Company" during intricate negotiations called for legal skill of the kind which attains its highest development in corporation practice. This, it is believed, is the highest figure in lawyers' fees, realizing in cash what Mr. Max Pam was to have received in "collateral" for his "services" in the Bethlehem Shipbuilding Trust affairs. Its size is significant of the commercial expansion of the past quarter of a century. The 400,000 dols. received by John E. Parsons for organizing the Sugar Trust, deemed excessive at the time, but justified by the law-defying substantiality of the work, would not to-day excite comment. Crime no longer holds out such legal rewards as are offered by commerce. The lawyers who defended Whitaker Wright got only about 25,000 dols. for their services. Canfield was reputed to have paid John B. Stanchfield 30,000 dols. for dissolving the injunction against him. John G. Carlisle got 25,000 dols. for his conduct of the *Preston Beal case* before the Kentucky Court of Appeals. The prevailing higher rates of legal compensation is indicated in the counsel fees of 55,000 dols. allowed by the court in a recent local divorce case.

On Wednesday evening last Dr. Blake Odgers, K.C., delivered to the students of the Law Society a special lecture on "Defamatory Words, and How to Construe Them." The President of the society took the chair, and the large audience included Sir Albert Rollit, M.P., and Mr. C. Mylne Barker (members of Council), the Principal (Mr. Edward Jenks), and Dr. Barlow and Mr. Langridge (members of the teaching staff). The lecturer traced the development of the important action for defamatory words (written or spoken) commonly known as the actions for libel and slander, and shewed how the present form of the action was the natural result of the somewhat primitive conceptions upon which it was originally founded. One of the most interesting aspects of the lecture was the appearance of slang phrases which had at one time evidently been used with defamatory intent, but the malicious meaning (or innuendo) of which had passed out of recollection, till now it was sometimes impossible to ascertain its original character. Amongst other examples it was clearly defamatory in the seventeenth century to say of a merchant, "He hath eaten a spider"; but the learned lecturer confessed himself unable to state the precise meaning of the suggestion implied. At the conclusion of the lecture, which was listened to with the greatest attention by the audience, a vote of thanks to Dr. Odgers was moved by the Principal, and seconded by Mr. Langridge.

Article 212, chapter 6, section 5, book 1 of the French Civil Code says: "Husband and wife owe to one another mutual faithfulness, help, assistance." The next article adds: "The husband owes his wife protection, the wife owes obedience to her husband." But affection finds no place in the code, which affords no counterpart to the "love, honour, and obey" of the religious marriage service. A particularly enlightened commission, however, is, says the Paris correspondent of the *Daily Telegraph*, now revising the Napoleonic Code. In spite of the protests of aghast learned lawyers, such rank outsiders who know naught of law, but only know life, as MM. Paul Hervieu and Marcel Prévost, the playwrights and novelists, were appointed among the commissioners. The former, M. Hervieu, is the brave man who has ventured to introduce the word love into the law. He defended his motion with some heat and carried the day. The commission decided that article 212 aforesaid shall read: "Husband and wife owe to one another mutual love, faithfulness, help, and assistance." Thus the law will now actually lay it down that the first duty of man and wife is to love one another. This revolutionary committee of reformers has further brought its axe down on the following article (213), half of the text of which given above has been clean cut away, which is to run: "The husband owes protection to his wife. The rights of husband and wife are equal." This is tantamount to deleting the obnoxious "obey" from the lady's promise.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, March 20	Mr. King	Mr. Growcott	Mr. Farmer	Mr. Carrington
Tuesday 21	Farmer	Church	King	Beal
Wednesday 22	W. Leach	Growcott	Farmer	Carrington
Thursday 23	Theed	Church	King	Beal
Friday 24	Church	Growcott	Farmer	Carrington
Saturday 25	Growcott	Church	King	Beal

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, March 20	Mr. Theed	Mr. Godfrey	Mr. Jackson	Mr. R. Leach
Tuesday 21	W. Leach	R. Leach	Pemberton	Godfrey
Wednesday 22	Theed	Godfrey	Jackson	Pemberton
Thursday 23	W. Leach	R. Leach	Pemberton	Jackson
Friday 24	Theed	Godfrey	Jackson	Beal
Saturday 25	W. Leach	R. Leach	Pemberton	Carrington

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Periodical Sale (No. 783) of the above Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the whole of the lots (with one exception) were sold, the total realized being £17,925.

		£
REVERSIONS:		
Absolute to £7,000; lives 80 and 75	Sold	3,650
Absolute to certain Shares of £70,000; life 73	"	4,700
Absolute to £1,500; lives 55 and 78	"	450
To £1,500; life 60	"	600
To One-eighth of £20,000; life 65	"	1,220
A similar Reversion	"	1,200
LIFE POLICIES:		
For £1,000; life 67	"	745
For £6,000; life 62	"	3,695
For £2,000; life 65	"	1,110
For £1,000; same life	"	625

Winding-up Notices.

London Gazette.—FRIDAY, March 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACETYLENE GAS AND ELECTRIC SMELTING CO, LIMITED—Petn for winding up, presented March 1, directed to be heard March 21. Timbrell & Deighton, King William st, for Mercer, Manchester, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

BRITISH ELECTRIC SEPARATING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to John F Harvey, 3, Goat st, Swansea

CITY OF LEEDS CENTRAL ESTATES, LIMITED—Petn for winding up, presented March 1, directed to be heard March 21. Paines, Coleman st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

JESCOTT STEAMERS, LIMITED—Petn for winding up, presented March 4, directed to be heard March 21. Gribble & Co, Bedford row, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

MEXICO VENTURE SYNDICATE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to George Thomson, 65, London wall

NANTWICH GAS CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Cash, 90, Cannon st. Sharpe & Co, New ct, Carey st, solors for liquidator

STOCK AND DEBENTURE CORPORATION, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Ernest Alfred Foster, 6, Gt St Helen's

London Gazette.—TUESDAY, March 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHARLES OTWAY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Otway and Frederick Ernest Owen, 29, Mape st, Bethnal Green rd

HANLEY BOWLING AND RECREATION CLUB CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Hayes, 24, Cheapside, Hanley

LONDON SCOTTISH RUBBER CO, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 3, Winckley sq, Preston. Banks & Co, Preston, solors for liquidator

NITRATES PROVISION SUPPLY CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to James William Lonergan, 24, Austin Friars. Budd & Co, Austin Friars, solors for liquidator

PIRMASENS WATER CO, LIMITED—All persons having claims are requested to send in particulars to H J Higgs, 31, Queen Victoria st, on or before March 28

SCOTTISH EMPLOYERS' LIABILITY AND GENERAL INSURANCE CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their claims, to Andrew Davidson, 6, Golden sq, Aberdeen

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 10.

DONEGALL, GEORGE AUGUSTUS HAMILTON, Marquis of, Cromwell rd April 21 Legal and General Trust Co v Marchioness of Donegall, Farwell and Swinfen Eady, JJ Pomonby, Clement's inn, Strand

London Gazette.—TUESDAY, March 14.

BOUSTEAD, JOHN, Prince's gate, Kensington April 19 Trollope v Boustead, Kekewich, J Bawsley, Mincing in

BULMER, JAMES CAULTON, New Brighton, Chester, Hotel Proprietor April 15 Morris v Clarke, Registrar of Liverpool Munro, Lord st, Liverpool

MAY, CHARLES, Sangora rd, St John's hill, Battersea, Commission Agent April 7 Paton v Newell, Farwell, J Pulleyn, South sq, Gray's inn

Bankruptcy Notices.

London Gazette.—FRIDAY, March 10.

RECEIVING ORDERS.

ADDISON, JOHN HENRY, Sheffield, Confectioner Sheffield Pet March 8 Ord March 8

APPLEYARD, RICHARD CHARLES EDWARD, Headingley, Leeds, Insurance Agent Leeds Pet March 6 Ord March 6

BAKER, ROBERT, Paignton, Devon, Builder Plymouth Pet March 6 Ord March 6

BEALE, GEORGE WILLIAM, Barwell, Leicester, Boot Manufacturer Leicester Pet Feb 22 Ord March 6

BELL, ANDREW, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 6 Ord March 6

BLAMEY, CHARLES AUSTIN, Brighton, Chemist Brighton Pet March 8 Ord March 8

BROWN, PERCY, Copthall bldgs High Court Pet March 7 Ord Dec 21

BROWN, WILLIAM, Boscombe, Bournemouth Poole Pet March 6 Ord March 6

BULLARD, WILLIAM NATHANIEL, Norwich, Farmer Norwich Pet Feb 22 Ord March 8

CALDERWOOD, DAVID, Hazelville rd, Hornsey, Baker High Court Pet Feb 16 Ord March 6

CENTRAL AUTOCAR AGENCY, Whitfield st, Tottenham Court rd, Automobile Engineers High Court Pet Feb 7 Ord March 6

CLITHEROE, RICHARD, Higher Walton, Walton le Dale, nr Preston, Licensed Victualler Preston Pet March 7 Ord March 7

CURRY & Co, Jewry st, Merchants High Court Pet Feb 7 Ord March 6

DENNETT, VINCENT ALFRED, Crewe, Butcher Crewe Pet March 6 Ord March 6

DESCLOS, ADOLPHE FRANCOIS BENJAMIN, Newcastle on Tyne, Restaurant Proprietor Newcastle on Tyne Pet March 4 Ord March 4

DOWNES, RICHARD ATCHERLEY, Shrewsbury, Licensed Victualler Shrewsbury Pet March 7 Ord March 7

DYMOND, SIMON BARNET, Aberaman, Aberdare, Glam Aberdare Pet March 8 Ord March 8

EDWARDS, JOSEPH ALBERT, Bristol, Marble Mason Bristol Pet March 7 Ord March 7

FARDOE, JOHN GEORGE, Summerhill, nr Wrexham, Butcher Wrexham Pet March 3 Ord March 3

FARR, GEORGE MELSON, and HERMANN GILL, Chesterfield, Jewellers Chesterfield Pet March 7 Ord March 7

FRANCIS, THOMAS, Swansea, Licensed Victualler Swansea Pet March 6 Ord March 6

GOSLIN, DANIEL GEORGE, Willington, Durham, Hairdresser Durham Pet March 8 Ord March 8

GRAY, HARRY, Dudley, Worcester, Confectioner Dudley Pet March 7 Ord March 7

HARRIS, GEORGE EDSALL, Tisbury, Wilts, Coal Merchant Salisbury Pet March 7 Ord March 7

HAYTER, THOMAS CHARLES WILLIAM, Goldhawk rd, Shepherd's Bush, Draper High Court Pet March 6 Ord March 6

JOB, JAMES REES, Aberaman, Aberdare, Cabinet Maker Aberdare Pet March 6 Ord March 6

JOHNSON, EDMAN, Stickney, Lincs, Cottager Boston Pet March 4 Ord March 4

JONES, DAVID HUGH, Carnarvon, Decorator Bangor Pet March 7 Ord March 7

JONES, HUGH EDWIN, Liscard, Grocer Birkenhead Pet March 7 Ord March 7

JONES, ROBERT, Accrington, Collier Blackburn Pet March 6 Ord March 6

LACHAU, FLORENCE, Denbigh st, Pimlico, Dressmaker High Court Pet March 7 Ord March 7

LEDSHAM, HERBERT, Chorlton cum Hardy, Manchester, Printer Manchester Pet Feb 24 Ord March 8

LUCAS, ALBERT, Ossett, Yorks, Plumber Dewsbury Pet March 6 Ord March 6

MCCOID, JOHN EDWARD, Wortley, Builder Leeds Pet March 7 Ord March 7

MAYO, FREDERIC ALBERT, and THOMAS CHARLES MAYO, Newnham, Glos, Cycle Agents Gloucester Pet March 7 Ord March 7

MILLS, HENRY, Walsall, Phonograph Agent Walsall Pet March 7 Ord March 7

MOSS, WALTER JOHN, Crynant, nr Neath, Glam, Builder Aberavon Pet March 8 Ord March 8

NAYLOR, JOHN EDWARD, Goodrich rd, East Dulwich, Grocer High Court Pet March 8 Ord March 8

NEWSOME, ARTHUR, Kirkheaton, nr Huddersfield Huddersfield Pet March 6 Ord March 6

NOBLE, BARRY, Newcastle on Tyne, Chemist Newcastle on Tyne Pet Feb 14 Ord March 6

PHILLIPS, ESSEX REES, Treorchy, Glam, Grocer Pontypridd Pet March 6 Ord March 6

POTTER, SAMUEL TRUMAN, Ryde, I W, Assistant Schoolmaster Newport and Ryde Pet March 6 Ord March 7

POWELL, HOWELL JOHN, Williamstown, Penygraig, Glam, Baker Pontypridd Pet Feb 20 Ord March 6

RICHARDSON, JOHN, Wrexham, Denbigh, Confectioner Wrexham Pet March 8 Ord March 8

ROGERS, WILLIAM, Whitland, Carmarthen, Timber Merchant Pembroke Dock Pet March 7 Ord March 7

SALTHOUSE, WILLIAM, Longridge, Lancs, Labourer Preston Pet March 6 Ord March 6

SHARPE, CHARLES, Hulme, Manchester, Shop Fitter Manchester Pet Feb 23 Ord March 6

SILVERWOOD, ARTHUR, Barnsley, Wagonette Proprietor Barnsley Pet Jan 27 Ord March 6

SPRACKMAN, THOMAS, Soundwell, Glos, Hay Dealer Bristol Pet March 7 Ord March 7

STOBY, FRANCIS AUGUSTUS, Brierfield, Lancs, Chemist Burnley Pet March 6 Ord March 6

SUTCLIFFE, WILLIAM, Hebden Bridge, Yorks Burnley Pet March 7 Ord March 7

TAYLOR, CHARLES, Fish st hill, Restaurant Proprietor High Court Pet March 7 Ord March 7

WALKER, JOSEPH HENRY, Ossett, York, Rag Merchant Dewsbury Pet March 6 Ord March 6

WATTS, HERBERT JABEZ, Wembley, Builder St Albans Pet Feb 14 Ord March 1

WEIGH, ARTHUR AMBROSE, South Shore, Blackpool, Commercial Traveller Preston Pet March 6 Ord March 6

WERNINCK, JOHN WYNN, Stanton Drew, Somerset, Clerk in Holy Orders Wells Pet March 7 Ord March 7

WILSON, WILLIAM ARTHUR, King's Lynn, Engineer King's Lynn Pet March 8 Ord March 8

Amended notice substituted for that published in the London Gazette of March 7:

READ, JAMES GEORGE, Surrey ln, Battersea, Builder Wandsworth Pet Feb 8 Ord March 2

RECEIVING ORDER RESCINDED.

HIGGS, WILLIAM, Northwood, Middlesex, Licensed Victualler Windsor Rec Ord Sept 24, 1904 Resc Jan 19

FIRST MEETINGS.

APPLEYARD, RICHARD CHARLES EDWARD, Headingley, Leeds, Insurance Agent March 20 at 11 Off Rec, 22, Park row, Leeds

BEALE, GEORGE WILLIAM, Barwell, Leicester, Boot Manufacturer March 20 at 12 Off Rec, 1, Berridge st, Leicester

BEDINGFIELD, GEORGE CORNELIUS, Oulton Broad, Suffolk, Hay Dealer March 18 at 12 30 Off Rec, 8, King st, Norwich

BRIDGE, WILLIAM, Sawtry All Saints', Hunts, Builder March 21 at 2 Law Courts, Peterborough

BROWN, PERCY, Copthall bldgs March 21 at 1 Bankruptcy bldgs, Carey st

CALDERWOOD, DAVID, Hazelville rd, Hornsey, Baker March 21 at at 11 Bankruptcy bldgs, Carey st

CENTRAL AUTOCAR AGENCY, Whitfield st, Tottenham Court rd, Automobile Engineers March 23 at 11 Bankruptcy bldgs, Carey st

CURRY & Co, Jewry st, Merchants March 21 at 12 Bankruptcy bldgs, Carey st

DAVIES, WILLIAM LLEWELLYN, Dowlais, Glam, Ironmonger March 21 at 12 135, High st, Merthyr Tydfil

DESCLOS, ADOLPHE FRANCOIS BENJAMIN, Newcastle on Tyne, Restaurant Proprietor March 18 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

DREW, ALFRED, Dowlais, Glam, Plumber March 20 at 12 135, High st, Merthyr Tydfil

ELDRIDGE, HERBERT, Mount view rd, Crouch Hill March 20 at 11 Bankruptcy bldgs, Carey st

FLETCHER, WILLIAM ROWLAND, Nottingham, Grocer March 21 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

GRAY, HARRY, Dudley, Confectioner March 20 at 3 30 Off Rec, 199, Wolverhampton st, Dudley

HALL, WILLIAM, Penrhiwceiber, Glam, Collier March 22 at 12 135, High st, Merthyr Tydfil

HOLMES, CHARLES EDWARD, Burnt Tree, nr Dudley, Clerk March 20 at 3 Off Rec, 199, Wolverhampton st, Dudley

JONES, DAVID HUGH, Llandrwst, Denbigh, Blacksmith March 21 at 10 Victoria Hotel, Llanrwst

KIRNEA, JUSTIN SHIBLI, Coten Lodge, Warwick March 20 at 12.30 Off Rec, 8, High st, Coventry

MCCOID, JOHN EDWARD, Wortley, Leeds, Builder March 20 at 11.30 Off Rec, 22, Park row, Leeds

MARRIOTT, THOMAS, March, Cambridge, Fruiterer March 21 at 11.15 The Griffin Hotel, March

MORTON, HENRY DAVISON, Rotherfield, Sussex, Butcher March 20 at 11 County Court Offices, Lewes

PERLMAN, SOLOMON, Cape Town, Cape Colony, South Africa, General Shipper March 20 at 12 Off Rec, 22, Park row, Leeds
(Above notice substituted for that published in the London Gazette of Feb 21.)

POTTER, SAMUEL TRUMAN, Ryde, I of W, Assistant Schoolmaster March 18 at 3.15 Off Rec, 33a, Holyrood st, Newport, I of W

POWELL, WILLIAM, Penkridge, Staffs, Saddler March 20 at 11 45 Messrs Wright & Westhead's Offices, 1, Martin st, Stafford

READ, JAMES GEORGE, Surrey ln, Battersea, Builder March 21 at 11.30 24, Railway app, London Bridge

ROBINSON, CHRISTOPHER, Stafford, Compositor March 20 at 11 30 Messrs Wright & Westhead's Offices, 1, Martin st, Stafford

ROMOVITZ, MARKS, Steward st, Brushfield st, Mantle Manufacturer March 23 at 12 Bankruptcy bldgs, Carey st

SAMUEL, RICHARD, Llanelly March 22 at 12 Bankruptcy bldgs, Carey st

SCHULZE, HEINRICH HERMANN, Noble st March 22 at 11 Bankruptcy bldgs, Carey st

SHARPE, CHARLES, Hulme, Manchester, Shop Fitter March 20 at 3 Off Rec, Byrom st, Manchester

SMITH, JOSEPH, Hoyland Common, nr Barnsley, Miner March 20 at 10.30 Off Rec, 7, Regent st, Barnsley

STUDDY, HENRY EDWARD MACAULAY, Sterndale rd, West Kensington March 20 at 11 Bankruptcy bldgs, Carey st

TUCKER, PETER, Cardiff, Coachsmith March 18 at 10 117, St Mary st, Cardiff

WARNER, GEORGE, and THOMAS GREENFIELD TASKER, Gt Grimsby, Boxwood Saw Mill Proprietors March 21 at 11 Off Rec, 15, Osborne st, Gt Grimsby

WILLIAMS, FREDERICK, Blaengarw, Glam, Collier March 18 at 12 117, St Mary st, Cardiff

WILLIS, CHARLES FISHER, Cheltenham, Butcher March 18 at 3.15 County Court bldgs, Cheltenham

WILSON, BENJAMIN, Cardiff, Grocer March 18 at 11 117, St Mary st, Cardiff

ADJUDICATIONS.

ADDISON, JOHN HENRY, Sheffield, Confectioner Sheffield Pet March 8 Ord March 8

APPLEYARD, RICHARD CHARLES EDWARD, Headingley, Leeds, Insurance Agent Leeds Pet March 6 Ord March 6

BAKER, ROBERT, Paignton, Devon, Builder Plymouth Pet March 6 Ord March 6

BELL, ANDREW, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 6 Ord March 6

BROWN, WILLIAM, Boscombe, Bournemouth Poole Pet March 6 Ord March 6

BUDD, ARTHUR, Wednesfield, Brass Caster Wolverhampton Pet March 4 Ord March 6

CARTER, ROBERT, Southampton, Draper Southampton Pet Feb 7 Ord March 8

CLITHEROE, RICHARD, Walton le Dale, nr Preston, Licensed Victualler Preston Pet March 7 Ord March 7

CROSS, WALTER, Stalybridge, Builder Ashton under Lyne Pet Feb 10 Ord March 4

DENNETT, VINCENT ALFRED, Crewe, Butcher Crewe Pet March 6 Ord March 6

DESCLOS, ADOLPHE FRANCOIS BENJAMIN, Newcastle on Tyne, Restaurant Proprietor Newcastle on Tyne Pet March 4 Ord March 4

DYMOND, SIMON BARNET, Aberaman, Aberdare Aberdare Pet March 8 Pet March 3

FARDOE, JOHN GEORGE, Summerhill, nr Wrexham, Butcher Wrexham Pet March 3 Ord March 3

FRANCIS, THOMAS, Swansea, Licensed Victualler Swansea Pet March 6 Ord March 6

GOSLIN, DANIEL GEORGE, Willington, Durham, Hairdresser Durham Pet March 8 Ord March 8

GRAHAM, ROBERT, Cardiff, Ship Store Merchant Cardiff Pet Feb 20 Ord March 6

GRAY, HARRY, Dudley, Worcester, Confectioner Dudley Pet March 7 Ord March 7

HARRIS, GEORGE EDSALL, Tisbury, Wilts, Coal Merchant Salisbury Pet March 7 Ord March 7

HAYTER, THOMAS CHARLES WILLIAM, Goldhawk rd, Shepherd's Bush, Draper High Court Pet March 6 Ord March 6

HOOD, ALFRED, jun, Gravelly Hill, Warwick, Brewer's Traveller Birmingham Pet Jan 26 Ord March 8

JACKSON, JAMES, Shildon, Durham, Painter Durham Pet Feb 23 Ord March 2

JOB, JAMES REES, Aberaman, Aberdare, Glam, Cabinet Maker Aberdare Pet March 6 Ord March 6

JOHNSON, EDMAN, Stickney, Lincs, Cottager Boston Pet March 4 Ord March 4

JONES, HUGH EDWIN, Liscard, Grocer Birkenhead Pet March 7 Ord March 7

JONES, DAVID HUGH, Carnarvon, Decorator Bangor Pet March 7 Ord March 7

JONES, ROBERT, Accrington, Collier Blackburn Pet March 6 Ord March 6

LACHAU, FLORENCE, Denbigh st, Pimlico, Dressmaker High Court Pet March 7 Ord March 7

LUCAS, ALBERT, Ossett, Yorks, Plumber Dewsbury Pet March 6 Ord March 6

MCCOID, JOHN EDWARD, Wortley, Leeds, Builder Leeds Pet March 7 Ord March 7

MAYO, FREDERIC ALBERT, and THOMAS CHARLES MAYO, Mitcheldean, Glos, Coach Builders Gloucester Pet March 7 Ord March 7

MILLS, HENRY, Walsall, Phonograph Agent Walsall Pet March 7 Ord March 7

MOSS, WALTER JOHN, Crynant, nr Neath, Glam, Builder Aberavon Pet March 8 Ord March 8

NEWSOME, ARTHUR, Kirkheaton, nr Huddersfield Huddersfield Pet March 6 Ord March 6

NOBLE, BARRY, Newcastle on Tyne, Chemist Newcastle on Tyne Pet Feb 14 Ord March 8

PHILLIPS, ESSEX REES, Treorchy, Glam, Grocer Pontypridd Pet March 6 Ord March 6
POTTER, SAMUEL TRUMAN, Ryde, I of W, Assistant Schoolmaster Newport Pet March 6 Ord March 7
PUGH, CHARLES, Haverfordwest, Cattle Dealer Pembroke Dock Pet March 2 Ord March 7
READ, JAMES GEORGE, Surrey ln, Battersea, Builder Wandsworth Pet Feb 8 Ord March 7
RICHARDSON, JOHN, Wrexham, Confectioner Wrexham Pet March 8 Ord March 8
ROBSON, JOHN ALFRED, New Shildon, Durham, Painter Durham Pet Feb 16 Ord March 7
ROGERS, WILLIAM, Whitland, Carmarthen, Builder Pembroke Dock Pet March 7 Ord March 7
SALTHOUSE, WILLIAM, Longridge, Lancs, Labourer Preston Pet March 6 Ord March 6
SAMUEL, RICHARD, Llanelly, Carmarthen High Court Pet Jan 2 Ord March 6
SCHULZE, HEINRICH HERMANN, Noble st High Court Pet Feb 21 Ord March 2
SHARPE, CHARLES, Hulme, Manchester, Shop Fitter Manchester Pet Feb 23 Ord March 8
STOREY, FRANCIS AUGUSTUS, Brierfield, Lancs, Chemist Burnley Pet March 6 Ord March 6
SUTCLIFFE, WILLIAM, Hebden Bridge, Yorks, Clothier Burnley Pet March 7 Ord March 7
WALKER, JOSEPH HENRY, Ossett, Yorks, Rag Merchant Dewsbury Pet March 6 Ord March 6
WEIGH, ARTHUR AMBROSE, South Shore, Blackpool, Commercial Traveller Preston Pet March 6 Ord March 6
WILLIAMSON, A, Brighton High Court Pet Feb 13 Ord March 6
WILLIS, EDWIN ERNEST, Littleport, Cambridge, Physician Cambridge Pet Feb 1 Ord March 8
WILSON, WILLIAM ARTHUR, King's Lynn, Engineer King's Lynn Pet March 8 Ord March 8

London Gazette.—TUESDAY, March 14.

RECEIVING ORDERS.

ANDERSON, GEORGE, Hetton le Hole, Durham, Newsagent Durham Pet March 9 Ord March 9
ANDREWS, JAMES HILL, Milton Martock, Somerset, Haulier Yeovil Pet March 10 Pet March 10
ARMSTRONG, FRANCIS STANFER, Scarborough, Hairdresser Scarborough Pet March 9 Ord March 9
BAILLIE, FRANK WILLIAM, Harleston, Norfolk, Clothier Ipswich Pet March 10 Ord March 10
BERNTHAL, JAMES, Woking, Boot Factor Guildford Pet March 10 Ord March 10
BING, ANNIE, Bedford Bedford Pet March 11 Ord March 11
BLAIR, ROBERT, Longsight, Manchester, Manufacturer of Iron Goods Manchester Pet March 10 Ord March 10
BOWES, EDWARD, Blackpool, Draper Preston Pet Feb 15 Ord March 10
BRADGATE, ALBAR, De Crespigny pk, Camberwell, Commercial Traveller High Court Pet March 11 Ord March 11
BROCKLEHURST, JOHN, Walton, Chesterfield, Licensed Victualler Chesterfield Pet March 9 Ord March 9
BRODRIBB, THOMAS JAMES, Bishopston, Bristol Bristol Pet March 10 Ord March 10
BROSTER, JOSEPH, Horwich, Lancs, Labourer Bolton Pet Feb 20 Ord March 8
CLAY, THOMAS, Yarm, Yorks, Publican Stockton on Tees Pet March 10 Ord March 10
COLLINS, WILLIAM, Beulah rd, Walthamstow, Stationer High Court Pet March 9 Ord March 9
DERRICOURT, HARRY, Birmingham, Publican Birmingham Pet March 9 Ord March 9
DOUGLAS, JOHN BRUCE, Farringdon st, Stationer High Court Pet March 10 Ord March 10
ELDER, GEORGE HENRY, Quayside, Newcastle on Tyne, Shipowner Newcastle on Tyne Pet March 13 Ord March 13
FINCH, JAMES, Standish, Lanca, Collier Wigan Pet March 11 Ord March 11
FISH, ALBERT HENRY, Turnmill st, Clerkenwell High Court Pet March 9 Ord March 9
FLETCHER, JOHN, Williamstown, Penygraig, Glam, Ostler Pontypridd Pet March 10 Ord March 10
FLETCHER, JOHN WILLIAM, Akroydon, Halifax, Refreshment House Keeper Halifax Pet March 7 Ord March 7
FORD, PHOEBE, Richmond rd, South Kensington, Bootmaker High Court Pet Feb 17 Ord March 10
FOSTER, C MEDLEY, Tyrwhitt rd, St John's, New Cross, Wine Merchant's Agent High Court Pet Dec 29 Ord March 10
GREGORY, PERCY CHARLES CAVENDER, Wrexham Wrexham Pet Feb 21 Ord March 10
GRIFFITHS, JAMES, Churchfield rd, Acton, Publican's Manager Brentford Pet March 9 Ord March 9
HANCOCK, JAMES, Combe Martin, Devon, Baker Barnstaple Pet March 10 Ord March 10
HARDIMAN, WILLIAM, Warwick st, Pimlico, Jobmaster High Court Pet March 9 Ord March 9
HESTER, FREDERICK, Fenchurch st, Land Agent High Court Pet Feb 3 Ord March 10
HOLBECHE, GEORGE, Hay Mills, Worcester, Grocer Birmingham Pet March 6 Ord March 10
HUGHES, DAVID WALTER, Treherbert, Glam, Grocer Pontypridd Pet March 9 Ord March 9
HUNTER, HENRY, West Hartlepool, Plumber Sunderland Pet March 9 Ord March 9
JONES, EDWARD, Holywell, Flint, Cycle Agent Chester Pet March 11 Ord March 11
JONES, MARY, Rugby Coventry Pet March 9 Ord March 9
JONES, WALTER P, Holloway rd High Court Pet Jan 19 Ord March 10
LANE, ALEXANDER, Newcastle on Tyne, Surgeon Newcastle on Tyne Pet Feb 22 Ord March 8
LARGE, FREDERICK WILLIAM, Richmond rd, Bayswater, Advertising Agent High Court Pet March 11 Ord March 11
LESTER, JOHN ARLETT, Dover, Tobacconist Canterbury Pet March 9 Ord March 9
MILLS, EDWARD, Loughborough, Builder Leicester Pet March 9 Ord March 9
MINSKIP, JOHN, Mexborough, Yorks, Greengrocer Sheffield Pet March 9 Ord March 9
MORGAN, THOMAS SAMUEL, Llanhilleth, Mon, Overman Newport, Mon Pet March 8 Ord March 8
PEACOCK, HERBERT CHARLES, Bristol, Boot Manufacturer Bristol Pet Feb 22 Ord March 10
PEACOCK, WALTER WILLIAM, Littleport, Isle of Ely, Cambs, Farmer Cambridge Pet March 8 Ord March 8
PRITCHARD, DAVID, Bangor, Hairdresser Bangor Pet March 9 Ord March 9
RAMSEY, GEORGE, Widnes, Painter Liverpool Pet Feb 25 Ord March 9
REMMER, JOHN, Pickering, Yorks, Plumber Scarborough Pet March 9 Ord March 9
ROLFE, DAN COWLEY, and HARRY COLE ROLFE, Stony Stratford, Butchers Northampton Pet March 11 Ord March 11
SHEPHERD, ROBERT, Elton, Bury, Draper Bolton Pet Feb 15 Ord March 8
SMALL, FRANK ERNEST HENRY RICHARD, Lyncroft gdns, Finchley rd High Court Pet Feb 10 Ord March 9
SMEE, FREDERICK FULLER, Clement's inn, Strand, Auctioneer High Court Pet Dec 30 Ord March 9
SMITH, GEORGE, Leeds, Grocer Leeds Pet March 9 Ord March 9
SMITH, JOHN THOMAS ARNOLD, Folkestone, Fishmonger Canterbury Pet March 11 Ord March 11
TATE, JOHN, Everdon, Northampton, Farmer Northampton Pet March 11 Ord March 11
WALKER, JOHN, Wenhaston, Suffolk, Farmer Gt Yarmouth Pet March 10 Ord March 10
WATLING, HENRY POND, Goswell rd, Licensed Victualler High Court Pet Feb 17 Ord March 9
WHITELOCKE, FREDERICK WILLIAM STEPHEN, Nottingham, Coal Merchant Nottingham Pet Feb 15 Ord March 8
WIDLAKE, GEORGE HENRY, Bridgwater, Bridgwater, Butcher Bridgwater Pet Feb 24 Ord March 9

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